

### SPMUD BOARD OF DIRECTORS REGULAR MEETING: 4:30 PM April 1, 2021

Zoom Meeting: 1 (669) 900-9128 Meeting ID: 893 1869 7055

The District's regular Board meeting is held on the first Thursday of every month. This notice and agenda are posted on the District's website (<a href="www.spmud.ca.gov">www.spmud.ca.gov</a>) and posted in the District's outdoor bulletin board at the SPMUD Headquarters at the above address. Meeting facilities are accessible to persons with disabilities. Requests for other considerations should be made through the District Headquarters at (916)786-8555.

Pursuant to the Governor's Executive Order N-29-20, issued March 17, 2020, the April 1, 2021 meeting of the SPMUD Board of Directors will occur via teleconference using Zoom Meeting 1 (669) 900-9128, <a href="https://us02web.zoom.us/j/89318697055">https://us02web.zoom.us/j/89318697055</a>. Public comments can be emailed to <a href="mailto:ecostan@spmud.ca.gov">ecostan@spmud.ca.gov</a> from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

### **AGENDA**

### I. CALL MEETING TO ORDER

### II. ROLL CALL OF DIRECTORS

Vice President Gerald Mitchell	Ward 1
President William Dickinson	Ward 2
Director John Murdock	Ward 3
Director James Durfee	Ward 4
Director James Williams	Ward 5

### III. PLEDGE OF ALLEGIANCE

### IV. CONSENT ITEMS

[pg 4 to 73]

Consent items should be considered together as one motion. Any item(s) requested to be removed will be considered after the motion to approve the Consent Items.

ACTION: (Roll Call Vote)

Motion to approve the consent items for the April 1, 2021 meeting.

1. MINUTES from the March 4, 2021 Regular Meeting.

[pg 4 to 8]

2. ACCOUNTS PAYABLE in the amount of \$796,427 through March 23, 2021.

[pg 9 to 14]

- 3. RESOLUTION 21-08 ADDENDUM TO THE UTILITY AGREEMENT WITH THE [pg 15 to 26] CITY OF ROCKLIN FOR THE ROCKLIN ROAD AND PACIFIC STREET ROUNDABOUT PROJECT
- 4. <u>RESOLUTION 21-09 EXTENSION OF THE FLEET MAINTENANCE SERVICES</u> [pg 27 to 65] CONTRACT WITH SUPERIOR EQUIPMENT REPAIR, INC.
- 5. RESOLUTION 21-10 DELEGATING THE GENERAL MANAGER TO CAST VOTES FOR THE CURRENT AND ALL FUTURE ELECTIONS TO THE PLACER COUNTY LOCAL AGENCY FORMATION COMMISSION
- 6. <u>COVID-19 UPDATE</u> [pg 71 to 73]

### V. PUBLIC COMMENTS

Items not on the Agenda may be presented to the Board at this time; however, the Board can take no action.

Public comments can be emailed to <a href="mailto:ecostan@spmud.ca.gov">ecostan@spmud.ca.gov</a> from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

### VI. BOARD BUSINESS

Board action may occur on any identified agenda item. Any member of the public may directly address the Board on any identified agenda item of interest, either before or during the Board's consideration of that item.

1. RESOLUTION 21-11 AWARD CONSTRUCTION CONTRACT FOR THE
CORPORATION YARD WALL REPLACEMENT 2021 PROJECT [pg 74 to 120]
Staff will report to the Board on the contract for the construction of the Corporation Yard Wall Replacement Project.

Action Requested: Roll Call Vote

Staff recommends that the Board of Directors adopt Resolution 21-11, authorizing the General Manager to:

- 1. Find the Corporation Yard Wall Replacement categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302 (Replacement or Reconstruction); and
- 2. Authorize a mid-year budget adjustment from \$242,000 to \$330,000 from Fund 400; and
- 3. Authorize the General Manager to execute the attached contract for services to Glissman Excavating, Inc. to construct the Corporation Yard Wall Replacement project in the amount of \$298,933.70, and
- 4. Authorize the General Manager to execute change orders up to a cumulative amount not to exceed 10% of the awarded construction contract amount (i.e., \$29,893.37).

## 2. RESOLUTION 21-12 AUTHORIZATION TO EXECUTE CHANGE ORDER #24 TO THE CONTRACT FOR FOOTHILL TRUNK SEWER REPLACEMENT PROJECT

[pg 121 to 133]

The District has a construction contract with Garney Pacific for the Foothill Trunk Sewer Replacement Project. Change Order #24, not to exceed \$59,188.50, is the final change order.

Action Requested: Roll Call Vote

Staff recommends that the Board of Directors adopt Resolution 21-12, authorizing the General Manager to execute Change Order #24 to the Foothill Sewer Replacement Project construction contract.

**VII. REPORTS** [pg 134 to 144]

The purpose of these reports is to provide information on projects, programs, staff actions, and committee meetings that are of general interest to the Board and public. No decisions are to be made on these issues.

- 1. Legal Counsel (A. Brown)
- 2. General Manager (H. Niederberger)
  - 1) ASD, FSD & TSD Reports
  - 2) Informational items
- 3. Director's Comments: Directors may make brief announcements or brief reports on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

### VIII. ADDITIONAL PUBLIC COMMENTS

Public comments can be emailed to <a href="mailto:ecostan@spmud.ca.gov">ecostan@spmud.ca.gov</a> from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

### IX. ADJOURNMENT

If there is no other Board business the President will adjourn the meeting to its next regular meeting on May 6, 2021 at 4:30 p.m.

### REGULAR BOARD MINUTES SOUTH PLACER MUNICIPAL UTILITY DISTRICT

Meeting	Location	Date	Time
Closed Session	Zoom Meeting	March 4, 2021	3:45 p.m.
Regular	Zoom Meeting	March 4, 2021	4:30 p.m.

**I. CALL MEETING TO ORDER:** The Regular Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Dickinson presiding at 4:30 p.m.

### II. ROLL CALL OF DIRECTORS:

Present: President Will Dickinson, Vice President Jerry Mitchell, Director

John Murdock, Director James Durfee, Director Jim Williams

Absent: None

Vacant: None

Staff: Adam Brown, Legal Counsel

Herb Niederberger, General Manager

Carie Huff, District Engineer Eric Nielsen, Superintendent

Emilie Costan, Administrative Services Manager

**III. PLEDGE OF ALLEGIANCE:** President Dickinson led the Pledge of Allegiance.

### **IV. CLOSED SESSION READOUT:**

The Board met in Closed Session with Legal Counsel at 3:49 p.m. with Vice President Mitchell joining at 3:56 p.m. to discuss potential litigation. At the conclusion of the Closed Session, staff and counsel were directed to prepare a settlement agreement with the affected party which will be brought back to the Board for consideration in Open Session.

Public Comments: None

The Board adjourned the closed session at 4:03 p.m.

### **IV. CONSENT ITEMS:**

- 1. MINUTES from the February 4, 2021 Regular Meeting.
- 2. ACCOUNTS PAYABLE in the amount of \$576,591 through February 22, 2021.
- 3. CREDIT CARD TRANSACTION POLICY

Director Williams made a motion to approve the consent items; a second was made by Director Durfee; a roll call vote was taken, and the motion carried 5-0.

### **V. PUBLIC COMMENTS:**

Dan Wadlé from the California Special District Association (CSDA) provided public comment on legislative actions regarding COVID-19 relief efforts for Special Districts.

ASM Costan confirmed that no eComments were received. Hearing no other comments, the public comments session was closed.

### VI. BOARD BUSINESS

## 1. RESOLUTION 21-07 AWARD OF CONSTRUCTION CONTRACT FOR NEWCASTLE SEWER SYSTEM REPAIRS 2021 PROJECT

DS Nielsen gave a presentation on the Newcastle Sewer System Repairs 2021 Project. The project is part of the 2017 Newcastle Master Plan which allocated \$200,000 a year in repairs over a ten-year period to address issues in the Newcastle portion of the District's system. He shared that this is the second project that the District will be completing. The goal of the project is to improve access for maintenance activities. Caggiano General Engineering was the lowest responsible bidder.

Director Murdock asked about access for the contractor's equipment. DS Nielsen shared that maintenance crews have been out to the site and have marked the location and depth of the pipes. Director Williams asked if the contractor is local. DS Nielsen shared that they are located in El Dorado Hills and have completed work for the District in the past.

Vice President Mitchell asked about liability to the District from allowing the contractor to store their equipment on District property. DS Nielsen shared that this is offered to the contractor as an option for staging. GC Brown shared that if the contractor chooses to use District property for staging that indemnity language would need to be part of the contract. He will review the contract to ensure that the language sufficiently protects the District.

President Dickinson asked whether the Newcastle Master Plan covered environmental review for all future projects or if a separate environmental review was completed for this project. DS Nielsen shared that this project is categorically exempt from CEQA as a maintenance project. GM Niederberger shared that an initial study was not completed with the Newcastle Master Plan. President Dickinson asked that this information be included in future board reports.

Director Murdock made a motion to adopt Resolution 21-07 awarding the construction contract for the Newcastle Sewer System Repairs 2021 Project; a second was made by Vice President Mitchell; a roll call vote was taken, and the motion carried 5-0.

### 2. <u>INTRANET DEMONSTRATION</u>

GM Niederberger introduced the new intranet site and shared that Board Members will have access to the site. ASM Costan provided a demonstration of the new site created using Microsoft SharePoint. The site is an internal site designed to be a hub for employees to easily access resources and tools. She shared some of the features of the site which include quick links to frequently accessed materials, news articles, forms, events, and information on the District's

professional development programs. ASM Costan shared the Administrative Services intranet page which contains resources for employees on payroll, purchasing, leaves of absence, benefits, budgeting, and standard operating procedures. DE Huff shared the Technical Service intranet page which contains maps, weather information, PowerBI reports, FOG program resources, and standard operating procedures. Finally, DS Nielsen shared the Field Services intranet page which contains resources for commercial drivers, CWEA certification, safety data sheets, and standard operating procedures.

Vice President Mitchell asked if tailgate safety materials were located on the intranet. DS Nielsen shared that a third-party creates the content and Target Solutions is used to track attendance. Vice President Mitchell also inquired as to the current quantity of SOPs and whether the District has a formal training plan. DS Nielsen shared that there are well over one hundred District SOPs. He also shared that there is a monthly training schedule that includes weekly, monthly, and annual training requirements. Vice President Mitchell also commented that while Directors have access to the intranet, they should be careful about sharing these resources. ASM Costan replied that Directors will have access, though depending on security settings, some links may not work. She confirmed that the resources are intended for internal use. Vice President Mitchell shared that he liked the new site.

President Dickinson shared that he is impressed by the work that Department Managers are doing and appreciates their dedication. He asked if staff is using links to prevent duplicated versions that may not get updated consistently. ASM Costan showed an example of a document that was linked to the District's public website. President Dickinson also commented on the use of chat and that employees should be trained to understand the appropriate use of the tools. GM Niederberger shared that managers will continue to reiterate the proper use to employees. Vice President Mitchell commented that new employees should get trained on these tools.

Director Durfee shared that he was very impressed by the site. Director Murdock shared that he looks forward to getting to use the new site. GM Niederberger shared his appreciation of Emilie and Curtis who worked very hard on the project and to the Board for their support of technology initiatives.

### 3. <u>COVID-19 PANDEMIC ILLNESS</u>

GM Niederberger provided an update on the current COVID-19 modifications, sharing that the District has been having remote board meetings for eleven months and that Placer County is still in the widespread tier. Based on previous discussions, the Board would return to in-person meetings when the County reaches the minimal risk tier. GM Niederberger invited board discussion on returning to in-person board meetings sooner than the minimal tier.

Director Williams shared that not all of the Board Members are currently eligible to receive a vaccine and that he believes it would be better to wait before returning to in-person meetings. He shared that new guidance is being issued that allows those who are vaccinated to gather; however, there are still Board and staff members who are not vaccinated. Vice President Mitchell shared that he supports returning to in-person meetings in the minimal tier. He shared that Zoom meetings are working well right now.

President Dickinson shared that he is looking forward to meeting in-person again. While he shared support for possibly discussing it again before moving fully to the minimal tier, for now, he feels more comfortable continuing Zoom meetings. GM Niederberger shared that there has been a push to continue Zoom meetings for the public even after the District returns to in-person meetings. Staff is looking at changes that may need to be made in the Boardroom to accommodate this. Director Murdock suggested that the District does not change course until there are better numbers in the County. Director Durfee shared that he supports the wishes of the other Board Members.

### VII. REPORTS

### 1. <u>District General Counsel (A. Brown)</u>:

General Counsel Brown had no report for this meeting.

### 2. <u>General Manager (H. Niederberger)</u>:

### A. ASD, FSD & TSD Reports:

Director Murdock asked about the fraudulent activity noted in the ASD Monthly report. ASM Costan shared that during the monthly bank reconciliation process staff identified a refund check that was altered. The fraud was reported to the bank and the Rocklin Police Department. Director Murdock asked if staff is looking at ways to protect the District from future incidents. ASM Costan shared that staff is evaluating the District's check refund process and is working on a policy with GC Brown that would include language on refunds related to changes in ownership. She shared that a new refund policy will be coming to the Board for review.

President Dickinson asked ASM Costan if she was a speaker at the Laserfiche Conference. ASM Costan shared that she only participated as an attendee. Vice President Mitchell asked how Laserfiche is backed up. ASM Costan shared that the program is on a separate server that is backed up to the cloud.

President Dickinson asked about the delay in the release of the bid documents on the Corporation Yard Improvements. DS Nielsen shared that the District received a plan review comment regarding fire hydrants that has required additional review and response thereby delaying the release of the bid documents. Vice President Mitchell congratulated the District for 1,615 days without a lost-time accident or injury. He asked if that number is a factor in the cost of insurance. ASM Costan shared that the District completes an annual renewal questionnaire and the information on the questionnaire is used in determining the District's rates.

### **B. Information Items:** No additional items.

### 3. <u>Director's Comments:</u>

Director Murdock acknowledged staff for their work on the intranet site. He also asked about the status of the Redistricting Committee and when they could expect to meet. GM Niederberger shared that he has received precinct information from Placer County Elections. He will be attending an online workshop through CSDA on Redistricting to comply with California Voter's Right Act (CVRS). He shared that the City of Rocklin is not planning to pursue redistricting at this time. The first committee meeting will occur after attendance at the CSDA workshop.

### **VIII. ADDITIONAL PUBLIC COMMENTS**

ASM Costan confirmed that no eComments were received. Hearing no other comments, the additional public comments session was closed.

### IX. ADJOURNMENT

The President adjourned the meeting at 5:39 p.m. to the next regular meeting to be held on April 1, 2021 at 4:30 p.m.

Emilie Costan, Board Secretary

Emilie Costan

### Item 4.2

## SOUTH PLACER MUNICIPAL UTILITY DISTRICT

### South Placer Municipal Utility District, CA

### **Check Report**

By Check Number

Date Range: 02/23/2021 - 03/23/2021

Vandar Number	Vandar Nama	Doumont Data	Doumant Tune	Discount Amount	Doumont Amount	Number
Vendor Number Bank Code: AP Bank-AP	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1240	Placer County Personnel	02/23/2021	Regular	0.00	3,515.44	12080
1019	Aqua Engineering Co., Inc.	02/26/2021	Regular	0.00	578.11	
1021	ARC	02/26/2021	Regular	0.00	107.79	
1663	Buckmaster Office Solutions	02/26/2021	Regular	0.00		13094
1742	Burrell Consulting Group	02/26/2021	Regular	0.00	1,440.00	
1652	Cintas Corporation	02/26/2021	Regular	0.00	458.41	
1748	Crusader Fence Company LLC	02/26/2021	Regular	0.00	9,599.00	
1080	CWEA (Main)	02/26/2021	Regular	0.00	· ·	13098
1306	Superior Equipment Repair	02/26/2021	Regular	0.00	890.13	
248	AT&T (916.663.1652) & (248.134.5438.608.80)	03/04/2021	Regular	0.00	256.82	
1652	Cintas Corporation	03/04/2021	Regular	0.00	446.01	
1751	Comprehensive Medical Inc.	03/04/2021	Regular	0.00	160.00	
1509	Crystal Communications	03/04/2021	Regular	0.00	311.64	
1086	Dataprose	03/04/2021	Regular	0.00	7,391.43	
1087	Dawson Oil Co.	03/04/2021	Regular	0.00	3,058.01	
1686	Jan Pro	03/04/2021	Regular	0.00	861.00	
1564	Jensen Landscape Services, LLC	03/04/2021	Regular	0.00	887.00	
1221	PG&E (Current Accounts)	03/04/2021	Regular	0.00	946.78	
1253	Recology Auburn Placer	03/04/2021	Regular	0.00	320.21	
1685	Streamline	03/04/2021	Regular	0.00	400.00	
1306	Superior Equipment Repair	03/04/2021	Regular	0.00	1,244.37	13111
1499	TechRoe.com LLC	03/04/2021	Regular	0.00	900.00	13112
1718	U-Rock Utility Equipment Inc	03/04/2021	Regular	0.00	13,634.77	13113
1327	US Bank Corporate Payment	03/09/2021	Regular	0.00	13,215.44	13114
	**Void**	03/09/2021	Regular	0.00	0.00	13115
	**Void**	03/09/2021	Regular	0.00	0.00	13116
1021	ARC	03/11/2021	Regular	0.00	121.75	13117
248	AT&T (916.663.1652) & (248.134.5438.608.80)	03/11/2021	Regular	0.00	9.36	13118
1022	AT&T (9391035571) & (9391053973)	03/11/2021	Regular	0.00	346.64	13119
1652	Cintas Corporation	03/11/2021	Regular	0.00	428.84	13120
1068	City of Roseville	03/11/2021	Regular	0.00	437,158.96	13121
1666	Great America Financial Services	03/11/2021	Regular	0.00	452.99	13122
1631	Instrument Technology Corporation	03/11/2021	Regular	0.00	534.11	13123
1753	Julie Carrico	03/11/2021	Regular	0.00	229.00	13124
1218	PCWA	03/11/2021	Regular	0.00	4,507.22	13125
1475	Petersen & Mapes, LLP	03/11/2021	Regular	0.00	960.00	13126
1221	PG&E (Current Accounts)	03/11/2021	Regular	0.00	5,635.41	13127
1244	Preferred Alliance Inc	03/11/2021	Regular	0.00	346.65	13128
1265	Rocklin Area Chamber of Commerce	03/11/2021	Regular	0.00	250.00	13129
1333	SPOK, Inc.	03/11/2021	Regular	0.00	27.06	13130
1306	Superior Equipment Repair	03/11/2021	Regular	0.00	1,014.41	
1338	Verizon Wireless	03/11/2021	Regular	0.00	1,172.60	
1007	Advanced Integrated Pest	03/18/2021	Regular	0.00	106.00	
1020	Aqua Sierra Controls, Inc.	03/18/2021	Regular	0.00	687.42	
1742	Burrell Consulting Group	03/18/2021	Regular	0.00	1,080.00	
1652	Cintas Corporation	03/18/2021	Regular	0.00	428.84	
1073	Consolidated Communications	03/18/2021	Regular	0.00	2,026.72	
1080	CWEA (Main)	03/18/2021	Regular	0.00		13138
1113	Ferguson Enterprises, Inc. 1423 (Main)	03/18/2021	Regular	0.00	3,179.25	
1124	Gold Country Media Publications	03/18/2021	Regular	0.00	1,103.52	
1139	Hill Rivkins Brown & Associates	03/18/2021	Regular	0.00	2,140.00	
1564	Jensen Landscape Services, LLC	03/18/2021	Regular	0.00	350.00	
1487	RJA Heating & Air, Inc.	03/18/2021	Regular	0.00	253.25	
1518	Sonitrol of Sacramento	03/18/2021	Regular	0.00	1,092.39	13144

### Check Report Date Range: 02/23/2021 - 03/23/2021

спеск кероге				·	Date Range. 02/23/20	21 - 03/23/2021
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
1718	U-Rock Utility Equipment Inc	03/18/2021	Regular	0.00	98,489.82	
1124	Gold Country Media Publications	03/18/2021	Regular	0.00	569.36	
1149	Internal Revenue Service	02/23/2021	Bank Draft	0.00		DFT0006160
1149	Internal Revenue Service	02/23/2021	Bank Draft	0.00		DFT0006171
1015	American Fidelity Assurance	02/23/2021	Bank Draft	0.00	· · · · · · · · · · · · · · · · · · ·	DFT0006172
1586	Principal Life Insurance Company	02/23/2021	Bank Draft	0.00		DFT0006173
1230	Pers (EFT)	02/23/2021 02/23/2021	Bank Draft	0.00	· · · · · · · · · · · · · · · · · · ·	DFT0006174
1230	Pers (EFT)	02/23/2021	Bank Draft	0.00	· · · · · · · · · · · · · · · · · · ·	DFT0006175
1230 1230	Pers (EFT)	• •	Bank Draft Bank Draft	0.00 0.00	· · · · · · · · · · · · · · · · · · ·	DFT0006176 DFT0006177
1230	Pers (EFT) Pers (EFT)	02/23/2021 02/23/2021	Bank Draft	0.00		DFT0006177
1230	Pers (EFT)	02/23/2021	Bank Draft	0.00	•	DFT0006178
1229	Pers (EFT)	03/02/2021	Bank Draft	0.00		DFT0006180
1229	Pers (EFT)	03/02/2021	Bank Draft	0.00		DFT0006181
1149	Internal Revenue Service	03/02/2021	Bank Draft	0.00		DFT0006181
1098	EDD (EFT)	03/02/2021	Bank Draft	0.00		DFT0006183
1098	EDD (EFT)	03/02/2021	Bank Draft	0.00		DFT0006184
1149	Internal Revenue Service	03/02/2021	Bank Draft	0.00		DFT0006185
1149	Internal Revenue Service	03/02/2021	Bank Draft	0.00		DFT0006186
1045	Cal Pers 457 Plan (EFT)	03/05/2021	Bank Draft	0.00		DFT0006188
1135	Mass Mutual (EFT)	03/05/2021	Bank Draft	0.00		DFT0006189
1135	Mass Mutual (EFT)	03/05/2021	Bank Draft	0.00	•	DFT0006190
1015	American Fidelity Assurance	03/05/2021	Bank Draft	0.00		DFT0006191
1015	American Fidelity Assurance	03/05/2021	Bank Draft	0.00		DFT0006192
1229	Pers (EFT)	03/05/2021	Bank Draft	0.00		DFT0006193
1229	Pers (EFT)	03/05/2021	Bank Draft	0.00		DFT0006194
1229	Pers (EFT)	03/05/2021	Bank Draft	0.00		DFT0006195
1229	Pers (EFT)	03/05/2021	Bank Draft	0.00	2,298.08	DFT0006196
1229	Pers (EFT)	03/05/2021	Bank Draft	0.00	4,077.37	DFT0006197
1229	Pers (EFT)	03/05/2021	Bank Draft	0.00	123.21	DFT0006198
1229	Pers (EFT)	03/05/2021	Bank Draft	0.00	184.51	DFT0006199
1229	Pers (EFT)	03/05/2021	Bank Draft	0.00	1,760.19	DFT0006200
1229	Pers (EFT)	03/05/2021	Bank Draft	0.00	2,636.26	DFT0006201
1229	Pers (EFT)	03/05/2021	Bank Draft	0.00	2,900.56	DFT0006202
1229	Pers (EFT)	03/05/2021	Bank Draft	0.00	3,322.56	DFT0006203
1149	Internal Revenue Service	03/05/2021	Bank Draft	0.00	12,536.14	DFT0006204
1098	EDD (EFT)	03/05/2021	Bank Draft	0.00	3,684.28	DFT0006205
1098	EDD (EFT)	03/05/2021	Bank Draft	0.00	1,213.19	DFT0006206
1149	Internal Revenue Service	03/05/2021	Bank Draft	0.00	2,931.86	DFT0006207
1149	Internal Revenue Service	03/05/2021	Bank Draft	0.00	9,070.26	DFT0006208
1135	Mass Mutual (EFT)	03/02/2021	Bank Draft	0.00	237.45	DFT0006210
1135	Mass Mutual (EFT)	03/16/2021	Bank Draft	0.00	-114.49	DFT0006222
1045	Cal Pers 457 Plan (EFT)	03/19/2021	Bank Draft	0.00		DFT0006234
1135	Mass Mutual (EFT)	03/19/2021	Bank Draft	0.00		DFT0006235
1135	Mass Mutual (EFT)	03/19/2021	Bank Draft	0.00	•	DFT0006236
1135	Mass Mutual (EFT)	03/19/2021	Bank Draft	0.00		DFT0006237
1015	American Fidelity Assurance	03/19/2021	Bank Draft	0.00		DFT0006238
1015	American Fidelity Assurance	03/19/2021	Bank Draft	0.00		DFT0006239
1229	Pers (EFT)	03/19/2021	Bank Draft	0.00		DFT0006240
1229	Pers (EFT)	03/19/2021	Bank Draft	0.00		DFT0006241
1229	Pers (EFT)	03/19/2021	Bank Draft	0.00		DFT0006242
1229	Pers (EFT)	03/19/2021	Bank Draft	0.00		DFT0006243
1229	Pers (EET)	03/19/2021	Bank Draft	0.00		DFT0006244
1229	Pers (EET)	03/19/2021	Bank Draft	0.00		DFT0006245
1229	Pers (EFT)	03/19/2021	Bank Draft	0.00		DFT0006246
1229 1229	Pers (EET)	03/19/2021	Bank Draft	0.00 0.00	· · · · · · · · · · · · · · · · · · ·	DFT0006247
1229	Pers (EFT) Pers (EFT)	03/19/2021 03/19/2021	Bank Draft Bank Draft	0.00		DFT0006248 DFT0006249
1229	Pers (EFT)	03/19/2021	Bank Draft	0.00		DFT0006249 DFT0006250
1149	Internal Revenue Service	03/19/2021	Bank Draft	0.00		DFT0006250 DFT0006251
1098	EDD (EFT)	03/19/2021	Bank Draft	0.00		DFT0006251
2000	(-: ')	03/13/2021	Sam Brait	0.00	3,330.30	2.10000232

### Check Report Date Range: 02/23/2021 - 03/23/2021

Vendor Number	Vendor Name	<b>Payment Date</b>	Payment Type	<b>Discount Amount</b>	Payment Amount	Number
1098	EDD (EFT)	03/19/2021	Bank Draft	0.00	1,186.54	DFT0006253
1149	Internal Revenue Service	03/19/2021	Bank Draft	0.00	2,930.08	DFT0006254
1149	Internal Revenue Service	03/19/2021	Bank Draft	0.00	8,836.39	DFT0006255

### Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	54	0.00	625,592.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	62	62	0.00	161,915.75
EFT's	0	0	0.00	0.00
	149	118	0.00	787,508.70

### **All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	54	0.00	625,592.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	62	62	0.00	161,915.75
EFT's	0	0	0.00	0.00
	149	118	0.00	787 508 70

### **Fund Summary**

Fund	Name	Period	Amount
100	GENERAL FUND	2/2021	63,700.98
100	GENERAL FUND	3/2021	723,807.72
			787,508.70

Account Number	Name	Date	Type	Amount	Reference	Packet
102-0011204-01	Atlas, Tony and Jana	2/23/2021	Refund		Check #: 13090	UBPKT11581
106-0012816-01	Bickford, Brandon	2/24/2021	Refund		Check #: 13091	UBPKT11601
102-0000302-01	Beasley, Rick	3/19/2021	Refund		Check #: 13147	UBPKT11135
102-0001388-01	Whelchel, Linda	3/19/2021	Refund		Check #: 13148	UBPKT11135
102-0001366-01	LLC, MF4H	3/19/2021	Refund		Check #: 13149	UBPKT11135
102-0001403-04	McQueen, Melissa	3/19/2021	Refund		Check #: 13150	UBPKT11135
102-0002319-02	Silver, Anne H	3/19/2021	Refund		Check #: 13151	UBPKT11135
102-0002037-01	Allen, Hugh W	3/19/2021	Refund		Check #: 13151	UBPKT11135
102-0005515-01	Henry, Richard	3/19/2021	Refund		Check #: 13153	UBPKT11135
102-0007613-03	Cowan, Kimberlee	3/19/2021	Refund		Check #: 13154	UBPKT11135
102-0007613-03		3/19/2021	Refund		Check #: 13154	UBPKT11135
102-0007790-01	Wengler, Joseph		Refund		Check #: 13156	UBPKT11135
	Fuller, Laura	3/19/2021				
102-0008329-02	Stewart, Adam and Jillian	3/19/2021	Refund		Check #: 13157	UBPKT11135
102-0008899-01	Anderson, Paul	3/19/2021	Refund		Check #: 13158	UBPKT11135
102-0009084-01	Huffman, Steven	3/19/2021	Refund		Check #: 13159	UBPKT11135
102-0009087-01	Russell, Jerry C	3/19/2021	Refund		Check #: 13160	UBPKT11135
102-0009275-02	Wesselman, Mark	3/19/2021	Refund		Check #: 13161	UBPKT11135
102-0010059-01	Nelsen-North, Lisa	3/19/2021	Refund		Check #: 13162	UBPKT11135
102-0010155-02	Andrews, Bryan	3/19/2021	Refund		Check #: 13163	UBPKT11135
102-0010384-01	Frost, Marion	3/19/2021	Refund		Check #: 13164	UBPKT11135
102-0010931-05	Veiga, Daniel and Linda	3/19/2021	Refund		Check #: 13165	UBPKT11135
102-0012264-03	Tomasello, John II	3/19/2021	Refund		Check #: 13166	UBPKT11135
102-0012310-01	Hayward, Nancy E	3/19/2021	Refund		Check #: 13167	UBPKT11135
103-0004789-01	Florance Trust Et Al	3/19/2021	Refund		Check #: 13168	UBPKT11135
103-0009286-01	Bayer, Anton	3/19/2021	Refund		Check #: 13169	UBPKT11135
106-0012886-04	Li, Li	3/19/2021	Refund		Check #: 13170	UBPKT11135
106-0013261-01	Hopper, Dan Jr	3/19/2021	Refund		Check #: 13171	UBPKT11135
106-0014039-02	Kelley, Christopher and Kathryn	3/19/2021	Refund		Check #: 13172	UBPKT11135
106-0015354-03	Chow, Yichun	3/19/2021	Refund		Check #: 13173	UBPKT11135
106-0015670-02	Bereki, Kevin and Julie	3/19/2021	Refund		Check #: 13174	UBPKT11135
106-0015891-03	Gutierrez, Carolina and Roberto	3/19/2021	Refund		Check #: 13175	UBPKT11135
106-0016671-02	Hole, Robert and Edna	3/19/2021	Refund		Check #: 13176	UBPKT11135
112-1021922-02	Dorset, Devin	3/19/2021	Refund		Check #: 13177	UBPKT11135
112-1021961-01	Mortensen, Mary E	3/19/2021	Refund	176.29	Check #: 13178	UBPKT11135
112-1022140-04	Meyer, Jeff and Joy	3/19/2021	Refund	108.00	Check #: 13179	UBPKT11135
112-1022664-04	Charters, Brandon and Suzette	3/19/2021	Refund	61.20	Check #: 13180	UBPKT11135
112-1022813-02	Ouellette, Anthony	3/19/2021	Refund	137.84	Check #: 13181	UBPKT11135
112-1023370-03	Zellmer, John	3/19/2021	Refund	108.52	Check #: 13182	UBPKT11135
112-1023415-01	Dias, Eric	3/19/2021	Refund	108.00	Check #: 13183	UBPKT11135
112-1023917-02	Berceau, Stanley and Frances	3/19/2021	Refund	81.00	Check #: 13184	UBPKT11135
112-1026537-01	Fulkerson, Gregory and Vickie	3/19/2021	Refund	109.05	Check #: 13185	UBPKT11135
112-1026938-01	Moser, Steven and Stephanie	3/19/2021	Refund	107.93	Check #: 13186	UBPKT11135
112-1027342-01	Young, Leroy	3/19/2021	Refund	108.00	Check #: 13187	UBPKT11135
112-1027505-01	Vanderbeek, Jared	3/19/2021	Refund	6.68	Check #: 13188	UBPKT11135
112-1027657-01	Bere, Ghedeon and Nicoleta	3/19/2021	Refund	13108.00	Check #: 13189	UBPKT11135

112-1027764-01	Bayne, Keith and Amanda	3/19/2021	Refund	108.89 Check #: 13190	UBPKT11135
112-1027847-01	Bergin, Sonia	3/19/2021	Refund	108.00 Check #: 13191	UBPKT11135
112-1028314-01	Lawrence, Yvonne	3/19/2021	Refund	108.00 Check #: 13192	UBPKT11135
112-1028375-01	Moller, Scott and Megan	3/19/2021	Refund	230.67 Check #: 13193	UBPKT11135
112-1028418-01	Pressler, Karey	3/19/2021	Refund	26.40 Check #: 13194	UBPKT11135
112-1028998-00	Tim Lewis Communities	3/19/2021	Refund	109.17 Check #: 13195	UBPKT11135
112-1028999-00	Tim Lewis Communities	3/19/2021	Refund	108.00 Check #: 13196	UBPKT11135
112-1029000-00	Tim Lewis Communities	3/19/2021	Refund	144.99 Check #: 13197	UBPKT11135
112-1029002-00	Tim Lewis Communities	3/19/2021	Refund	108.00 Check #: 13198	UBPKT11135
112-1029063-00	Tim Lewis Communities	3/19/2021	Refund	109.25 Check #: 13199	UBPKT11135
112-1029064-00	Tim Lewis Communities	3/19/2021	Refund	108.16 Check #: 13200	UBPKT11135
113-1026460-01	Koppert, James	3/19/2021	Refund	13.20 Check #: 13201	UBPKT11135
212-1024481-01	Burton Lonetree LLC	3/19/2021	Refund	14.20 Check #: 13202	UBPKT11135
106-0013821-01	Sherer, Jeff	3/22/2021	Refund	2057.93 Check #: 13203	UBPKT11751

TOTAL REFUNDS 8918.38

### **Item 4.3**

## SOUTH PLACER MUNICIPAL UTILITY DISTRICT STAFF REPORT

To: Board of Directors

From: Carie Huff, District Engineer

Cc: Herb Niederberger, General Manager

**Subject:** Addendum to the Utility Agreement with the City of Rocklin for the

Rocklin Road and Pacific Street Roundabout Project

Meeting Date: April 1, 2021

### **Background**

The City of Rocklin intends to construct a roundabout at the intersection of Rocklin Road and Pacific Street. The District has existing facilities located within the project limits and is using the opportunity to replace aging infrastructure and adjust portions of the existing facilities to align with the new geometry of the intersection.

The City's project is utilizing state and federal funds. The Board authorized the District to enter into the utility agreement (attached for reference) at the February 4<sup>th</sup> Board meeting. However, after District approval of the agreement, the City requested that the District sign the attached Addendum. The Addendum includes clarifying language that the City of Rocklin will not be performing the relocation work; they will contract with a licensed contractor. In addition, the City will not guarantee or be liable for the goods or services provided by the contractor, but the District will be covered under the contractor's warranty for goods and services. This Addendum has been reviewed by the District's legal counsel and the final version is attached.

Should the Board approve Resolution 21-08, the signed addendum to the utility agreement will be sent to the City of Rocklin for approval and signature and the District will receive a fully executed copy once it is signed.

### Recommendation

Staff recommends that the Board of Directors:

• Adopt Resolution 21-08 to authorize the General Manager to execute the attached Addendum to the Utility Agreement between South Placer Municipal Utility District and the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.

### **Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.2: Improve communications.

Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

### Related District Ordinances, Policies, or Resolutions

Resolution 19-03: Authorization to Enter into a Reimbursement Agreement with the City of Rocklin for Engineering Services to Design the Sewer Replacement within the Rocklin Road and Pacific Street Roundabout Project.

Resolution 21-02: Authorization to Enter into a Utility Agreement with the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.

Policy 3150: Purchasing Policy

### **Fiscal Impact**

Per the utility agreement, the District will be responsible to pay the actual costs for the removal and replacement of eight hundred feet of sewer main, six sewer laterals, and four manholes. The City will administer the competitively bid contract in coordination with District staff. All construction work is required to meet the District's standards and specifications, including all testing requirements. The estimated cost for engineering services to design the sewer infrastructure component of the project is \$11,000 while the estimated cost for construction is \$282,370. The budget for involvement with regional projects is sufficient to accommodate this project. The Addendum makes no changes to the costs previously authorized.

### Attachments:

- 1. Resolution No. 21-08 Authorization to Enter into the Addendum to the Utility Agreement with the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.
- 2. Addendum to the Utility Agreement between South Placer Municipal Utility District and the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.
- 3. Utility Agreement between South Placer Municipal Utility District and the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.

### SOUTH PLACER MUNICIPAL UTILITY DISTRICT

### **RESOLUTION NO. 21-08**

## AUTHORIZATION TO ENTER INTO AN ADDENDUM TO THE UTILITY AGREEMENT WITH THE CITY OF ROCKLIN FOR THE ROCKLIN ROAD AND PACIFIC STREET ROUNDABOUT PROJECT

WHEREAS, South Placer Municipal Utility District (District) owns and operates the sewer facilities within the City of Rocklin (City), and

WHEREAS, the City proposes to construct a roundabout at the intersection of Rocklin Road and Pacific Street in Rocklin, Placer County, California, hereinafter referred to as "Project", and

WHEREAS, the Project requires the removal and replacement of the District's existing facilities concurrently with the Project, and

WHEREAS, on January 3, 2019, the Board of Directors adopted Resolution 19-03 which authorized the General Manager to enter into an agreement to reimburse the City of Rocklin for the costs for engineering services to design the replacement sewer facilities estimated to be \$11,000; and

WHEREAS, on February 4, 2021, the Board of Directors adopted Resolution 21-02 which authorized the General Manager to enter into an agreement to pay for the actual costs to remove and replace the District's existing facilities per the approved improvement plans for the Project anticipated to be \$282,370; and

WHEREAS, the City requested the District sign an Addendum to the utility agreement, clarifying language that the City of Rocklin will not be performing the relocation work and that the City will contract with a licensed contractor. In addition, the City will not guarantee or be liable for the goods or services provided by the contractor, but the District will be covered under the contractor's warranty for goods and services; and

WHEREAS, the District is willing to accept the improvements in accordance with the provisions of this agreement and addendum, the approved improvement plans, and the District's Standard Specifications and Improvement Standards for Sanitary Sewers.

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to enter into the attached addendum to the utility agreement for the Rocklin Road and Pacific Street Roundabout Project.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1<sup>st</sup> day of April 2021.

	Signed:
	Will Dickinson, President of the Board of Directors
Attest:	
	Emilie Costan, Board Secretary

### Addendum to Utility Agreement - Ex. 14-G, between the City of Rocklin and SPMUD (SPMUD-2021-01)

The following changes to the Utility Agreement between the City of Rocklin (Local Agency) and SPMUD (Owner) for the relocation of sanitary sewer pipes and structures, with the Rocklin Road and Pacific Street roundabout public improvement project, are hereby approved:

**Section I**. The work performed under the Utility Agreement will be performed by LOCAL AGENCY's contractor.

**Section V**. The following paragraphs are stricken, in their entirety:

"All costs accrued by OWNER as a result of LOCAL AGENCY's request of 7/16/2020 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement."

"In connection with OWNER's performance of the Work hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule)."

### **Section V**. The following provision is added:

"OWNER acknowledges that CITY will not be performing the services under this contract. The services will be provided by licensed, independent contractor(s). The CITY does not warrant, guarantee or assume liability for the goods or services provided by the contractor, and expressly disclaims any such warranty, guarantee, or liability for contractor's goods and services. Notwithstanding the foregoing, nothing herein shall be construed in any way to limit or affect the contractor's express and/or implied warranty for the services performed under the Utility Agreement or contractor's liability for defects and/or damages under applicable law. OWNER shall be a direct beneficiary of contractor's warranty for goods and services provided by contractor in connection with OWNER's sanitary sewer pipes and structures as described in Section I thereof."

Except as set forth herein, the terms and provisions of the Utility Agreement are unaffected, and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Utility Agreement, the terms of this Addendum will prevail.

Executed this day of March 2021.		
	LOCAL AGENCY, CITY OF ROCKLIN	
	By:	
	Alv Zimmerman. City Manager	

### OWNER, SOUTH PLACER MUNCIPAL UTILITY DISTRICT

	By:	
	,	Herb Niederberger, General Manager
APPROVED AS TO FORM:		
By: Sheri Chapman, City Attorney		
ATTEST:		
By: Hope Ithurburn, Deputy City Cle	 erk	

### **Exhibit 14-F Utility Agreements**

### **UTILITY AGREEMENTS**

CITY OF ROCKLIN

### **UTILITY AGREEMENT**

County	Route	P.M.	Project #	
PLACER	ROCKLIN RD/PACIFIC ST	NA	CML-5095(023)	
Fed. Aid. No.: CML-5095(023)				
Owner's File: NA				
FEDERAL PARTICIPATION: On the Project: Yes ⊠ No □ On the Utilities: Yes □ No ⊠				

### UTILITY AGREEMENT NO. SPMUD-2021-01

The City of Rocklin hereinafter called "LOCAL AGENCY" proposes to install a roundabout, ADA and bicycle accessibility improvements, landscaping, street lighting, and utility modifications at Rocklin Road and Pacific Street, in the City of Rocklin, Placer County, California.

### And: South Placer Municipal Utility District

hereinafter called "OWNER," owns and maintains sanitary sewer facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

### I. WORK TO BE DONE:

In accordance with Notice to Owner No. SPMUD-2021-01 dated <u>TBD</u>, LOCAL AGENCY shall relocate OWNER's <u>sanitary sewer pipes and structures</u> as shown on LOCAL AGENCY's contract plans for the improvement at the intersection of Rocklin Road and Pacific Street, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities, and relinquishes to LOCAL AGENCY ownership of the replaced facilities except in the case of liability determined pursuant to Water Code 7034 or 7035.

### II. LIABILITY FOR WORK

The existing facilities are located within the LOCAL AGENCY's right of way under permit and will be relocated at OWNER's expense under the provisions of Sections (673) and (680) of the Streets and Highways Code.

### III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

### IV. PAYMENT FOR WORK

The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY's bill; compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the LOCAL AGENCY's highway contractor is \$282,370.00.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

### V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 7/16/2020 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature,

and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the Work hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by LOCAL AGENCY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Not withstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

LOCAL AGENCY	SOUTH PLACER MUNICIPAL UTILITY DISTRICT		
By: Justin Nartker Local Agency Director	By: Herb Niederberger General Manager		
Date:	Date:		
<b>Distribution:</b> 1) Owner, 2) Utility Coordinator, 3) DLAE	. –File, 4) District Utility Coordinator – File		

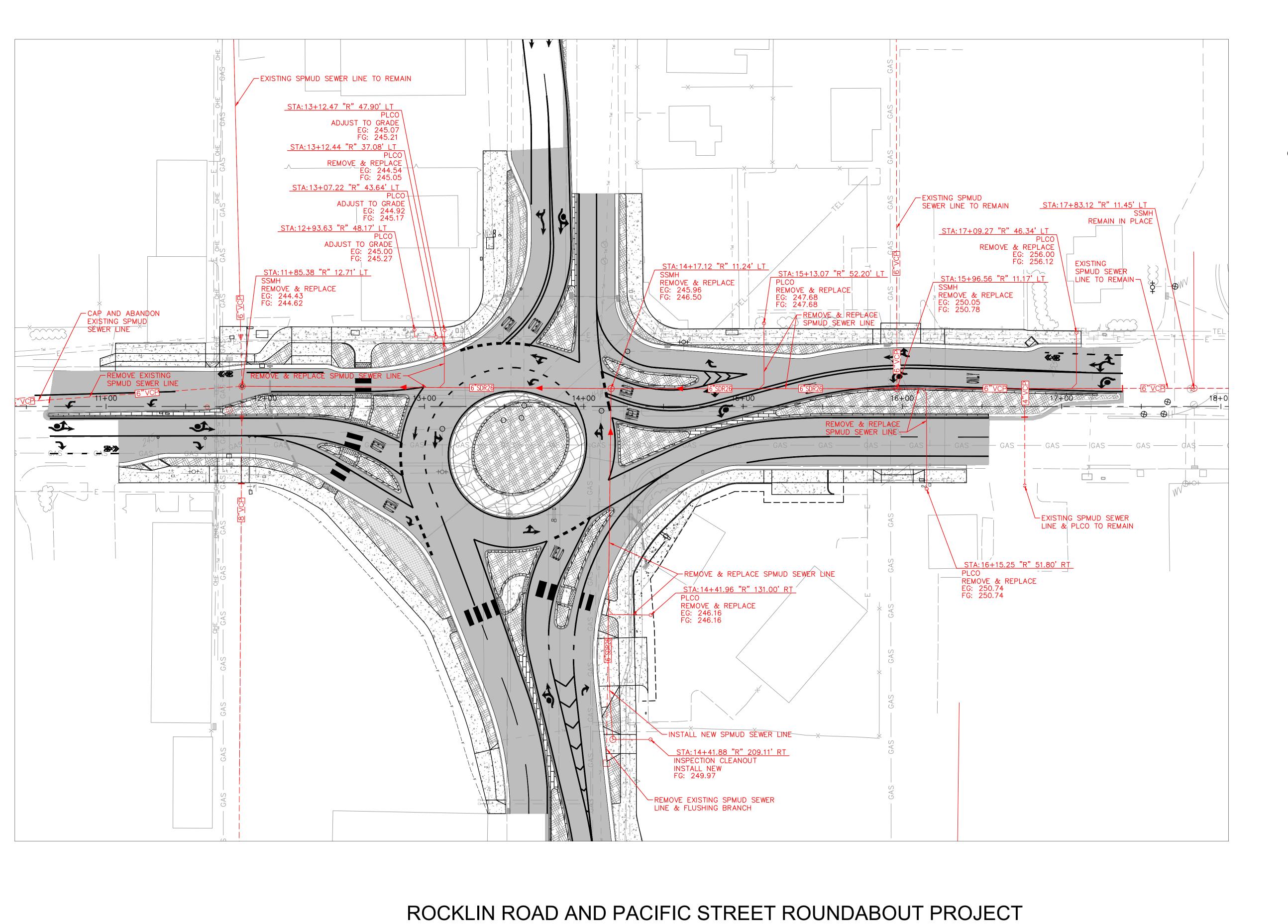
### CITY OF ROCKLIN

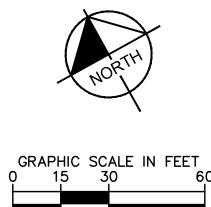


## ROCKLIN ROAD AT PACIFIC STREET ROUNDABOUT (CML-5095(023)) 100% SUBMITTAL OPINION OF PROBABLE CONSTRUCTION COST ITEMIZED COST ESTIMATE - SPMUD

January 2021

ITEM No.	ITEM DESCRIPTION	Unit	Quantity	Unit	Base Bid
Sewer Improvements					Cost
46	Remove and Replace Sewer Manhole	EA	2	\$10,000.00	\$20,000.00
47	Remove VCP Sewer and Replace with PVC Sewer	LF	655	\$250.00	\$163,750.00
48	Remove VCP Sewer and Replace with new VCP Sewer	LF	142	\$225.00	\$31,950.00
49	Remove and Replace Sewer Lateral and PLCO	EA	5	\$4,000.00	\$20,000.00
50	Remove and Replace Sewer Lateral	EA	1	\$3,000.00	\$3,000.00
51	Remove and Replace Sewer Manhole with Inside Drop Connect	EA	1	\$8,000.00	\$8,000.00
52	Install new Sewer Manhole (48")	EA	1	\$10,000.00	\$10,000.00
Construction Subtotal				\$256,700	
	Contingency @ 10%			\$25,670	
	Estimated Construction Total - SPMUD Responsibility				\$282,370





ROCKLIN ROAD AND PACIFIC STREET ROUNDABOUT PROJECT UTILITY EXHIBIT: SOUTH PLACER MUNICIPAL UTILITIES DISTRICT (SPMUD)

JANUARY 2021

Kimley» Horn©2018

## Item 4.4 SOUTH PLACER MUNICIPAL UTILITY DISTRICT STAFF REPORT

To: Board of Directors

**From:** Eric Nielsen, District Engineer

Cc: Herb Niederberger, General Manager

**Subject:** Extension of Fleet Maintenance Services Contract

with Superior Equipment Repair, Inc. for Additional Two Years

Meeting Date: April 1, 2021

### Overview

The South Placer Municipal Utility District (District) with the assistance of its consultant, Municipal Fleet Consultants, prepared a Request for Proposals (RFP) for fleet maintenance and repair services. This was in alignment with the District's Strategic Plan goal to outsource noncore functions. Superior Equipment Repair, Inc. (Superior) of Newcastle, California was selected after the review of the two proposals received. The District executed a contract with Superior for fleet maintenance services in 2018. The term of the original contract was for three years with an option to extend the contract for an additional two years. District staff met with representatives from Superior and both parties are agreeable to extending the contract for an additional two years.

When meeting to discuss the potential extension of the fleet maintenance services contract, Superior and the District discussed potential changes to the frequency of preventative maintenance inspections. These changes would eliminate some confusion over the timing of certain tasks, align the timing of tasks between different inspections, and eliminate excessive maintenance tasks. These changes would not change the contract amount and are anticipated to result in more efficient use of the fleet maintenance budget.

The fleet maintenance services contract is for routine, preventative maintenance inspections and repairs for a not-to-exceed amount of \$40,000 annually. Over the course of the three-year term the District has spent an average of approximately \$33,000 per year. Because the two-year extension may exceed the General Manager's purchasing authority, staff is seeking approval from the Board.

### Recommendation

Staff recommends that the Board of Directors adopt Resolution 21-09 to authorize the General Manager to:

- 1. Extend the attached contract for fleet maintenance services with Superior Equipment Repairs, Inc. for an additional two-year period, and
- 2. Negotiate changes to the intervals and associated tasks of preventative maintenance inspections.

### Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 6.3.c: Evaluate use of consultants and outsourcing of non-core functions.

### **Fiscal Impact**

The costs of fleet maintenance services are budgeted for each fiscal year. The extension of this contract will maintain the same budgeted amounts. These costs are paid for from the General Fund (Fund 100).

### Attachments:

- 1. Resolution 21-09 Resolution to Authorize the General Manager to Extend the Existing Fleet Maintenance Services Contract for an Additional Two Years
- 2. Contract for Fleet Maintenance Services

## SOUTH PLACER MUNICIPAL UTILITY DISTRICT RESOLUTION NO. 21-09

## EXTENSION OF FLEET MAINTENANCE SERVICES CONTRACT WITH SUPERIOR EQUIPMENT REPAIR, INC.

WHEREAS, the South Placer Municipal Utility District owns and maintains a fleet of vehicles and equipment to perform tasks essential to the operation of the sewer collection system, and

WHEREAS, the District awarded a contract to Superior Equipment Repair Inc. based on their response to a request for proposals in 2018, and

WHEREAS, the contract was for a three-year period with an option to extend the contract for an additional two-year period at the sole discretion of the District, and

WHEREAS, the District's Purchasing Policy (Policy 3150) allows for the General Manager to approve commitments up to and including \$50,000, and

WHEREAS, the commitment associated with a two-year contract extension is \$80,000 based on the annual not-to-exceed amount of \$40,000 per year.

NOW, THEREFORE BE IT RESOLVED, that the South Placer Municipal Utility District Board of Directors authorizes the General Manager to:

- 1. Extend the contract with Superior Equipment Repair, Inc. for an additional two-years, and
- 2. Negotiate the modification of inspection frequencies and associated tasks within the contract with Superior Equipment Repair, Inc. These modifications will not alter the contract amount.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1st day of April 2021.

	Signed:
	William Dickinson, President of the Board of Directors
Attest:	
	Emilie Costan Board Secretary



## SOUTH PLACER MUNICIPAL UTILITY DISTRICT

### CONTRACTING FORM

PROJECT: DATE ISSUED: 2/20/2018

Provide Consulting Engineering Services for the project known as:

### SPMUD - Fleet Maintenance Services

FOR: South Placer Municipal Utility District, 5807 Springview Drive ~ Rocklin, CA 95677 PROJECT MANAGER: Sam Rose, (916) 786-8555; E-Mail <a href="mailto:srose@spmud.ca.gov">srose@spmud.ca.gov</a>

### PROPOSAL:

The undersigned agrees to provide Fleet Maintenance Services in accordance with the articles and/or services listed in the Request for Proposals – Fleet Maintenance Services for the South Placer Municipal Utility District and complete the work specified in strict conformance with the General Provisions for the amounts listed in the SPMUD Cost Proposal Worksheets. Contract Not To Exceed \$40,000 per fiscal year without prior written approval of South Placer Municipal Utility District.

### **Comments and Exceptions:**

Incorporated (and attached) in this contract are:

- Request for Proposals Fleet Maintenance Services for the South Placer Municipal Utility District
- Cost Proposal Worksheets for five (5) vehicle/equipment classifications
- Addendum #1 addition of five (5) remote site generators to contract
- General Provisions

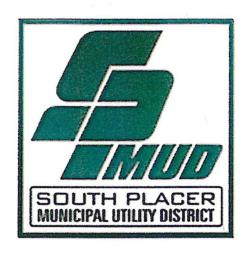
Name and Address of Bidder:	Signature of Person Authorized to Sign			
Superior Equipment Repair, Inc 9900 Hill View Rd Newcastle, CA 95658				
Phone No.:	Signer's Name and Title (Type or Print)			
E-Mail:				
NOTICE OF AWARD (This Section for District Use Only)	DATE ISSUED: 2/28/18			
The above bid is accepted (Check One):  You are directed to proceed with the work upon receipt of this awa	rd			
Notice to Proceed will be issued upon receipt of applicable bonds,  By:	insurance and other required submittals, if any (H.E. L. ed en Derger lle: General Manager			
NOTICE TO PROCEED	DATE ISSUED:			
By: Tir	le:			
NOTICE OF COMPLETION	DATE ISSUED:			
I hereby certify that the above contract has been completed and accepted by the District.				
By: Tit	le:			

### **GENERAL PROVISIONS**

- SCOPE OF SERVICES: Contractor shall do all work, attend all meetings, and carry out all activities necessary to
  complete all services described on sheet 1 of this document. This Contract and its exhibits, attached or incorporated
  by reference, shall be known as the "Contract Documents." The Contractor enters into this contract as an
  independent contractor and not as an employee of the District.
- TIME OF PERFORMANCE: The services are to commence upon execution and receipt of this Contract, and shall be completed in a prompt and timely manner in accordance with the conditions of the Contract.
- 3. <u>COMPENSATION</u>: Progress payments shall be paid monthly upon completion of agreed upon portions of the work, or at the completion of services for the total amount of the bid/proposal on sheet 1.
- 4. <u>TERMINATION</u>: This Contract may be terminated, without cause, at any time by the District upon ten days written notice. Contractor shall be compensated for all services provided for in the Contract to that date. District shall be entitled to all work created pursuant to the Contract.
- CHANGES: District or Contractor may request changes to the scope of services to be performed. Such changes
  must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written
  amendments to this Contract.
- 6. <u>PROPERTY OF THE District</u>: It is mutually agreed that all work done or materials prepared under this Contract shall become the property of the District.
- 7. <u>WARRANTY</u>: Contractor warrants that it has the expertise or has experts available to perform the services set forth in this Contract in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines.
- 8. CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700: Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing with any work of this Contract.
- 9. <u>INTEREST IN CONTRACT</u>: Contractor covenants that neither it nor any of it's employees has an interest in this Contract which would conflict in any manner or degree with the performance of its services hereunder.
- 10. <u>NEGLIGENCE</u>: Contractor shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards, and shall be liable for its own negligence and the negligent acts of its employees. District shall have no right of control over the manner in which the work is done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to any of Contractor's employees.
- 11. <u>INDEMNITY</u>: Contractor shall indemnify, defend, and hold harmless the District, its officers, officials, agents and employees from and against any and all claims, costs, losses and expenses arising out of or in connection with the performance of work or failure to comply with the obligations contained in the Contract Documents, except such loss or damage which was caused by the active negligence or willful misconduct of the District.
- 12. <u>INSURANCE</u>: Contractor shall not commence with any work before obtaining, and shall maintain in force at all times during the term of this Contract, the policies of insurance as specified by the District and incorporated herein by this reference.

### 13. MISCELLANEOUS PROVISIONS:

- A. Contractor shall designate a Project Manager, as it's representative in all matters relating to the Contract. The project manager shall remain in such capacity unless and until he is removed at the request of the District or replaced with the written permission of the District.
- B. Contractor shall not engage in unlawful employment discrimination.
- C. This Contract and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
- D. Contractor shall maintain and make available to District accurate records of all its costs and receipts with respect to any work under this Contract for six months after the final payment under this Contract.



# REQUEST FOR PROPOSALS FLEET MAINTENANCE SERVICES FOR THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT

## NOTICE TO PROPOSERS INVITATION TO BID

The South Placer Municipal Utility District (SPMUD) is a public sewer utility located in Rocklin, California and serves the City of Rocklin, Town of Loomis, Communities of Penryn, Newcastle and a portion of Granite Bay. The District is requesting proposals to provide maintenance and repair services for the District's 35 vehicles and pieces of equipment.

Sealed proposals will be received at the office of the South Placer Municipal Utility District, 5807 Springview Drive, CA 95677 until 4:00 p.m. local time on November 20, 2017. There will be a review process and the District intends to award a contract by December 7, 2017. The District reserves the right to award all the required services to one qualified proposer or a portion of the required services to more than one qualified proposer, at the District's sole discretion.

The term of the contract shall be for a period of three (3) years and the contract may be extended for an additional two (2) years, at the sole discretion of the District.

The award shall be made to the lowest responsible proposer whose proposal complies with the specified requirements. The award of Contract will be made by the District Board of Directors and the Proposer shall execute the Contract within fifteen (15) days after he has received the Contract from the District.

The District is working with a fleet management consulting firm to develop this program and will continue to receive assistance until award of contract.

Please review the proposal carefully and direct any questions to:

Sam Rose, Superintendent 5807 Springview Drive Rocklin, CA 95677 (916) 905-1975

srose@spmud.ca.gov

By:

Sam Rose, Superintendent

Date: 10 /13 /1-, 2017

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### I. PURPOSE OF REQUEST

The South Placer Municipal Utility District ("SPMUD") is requesting proposals for furnishing maintenance and repair services to the District's 35 vehicles and pieces of equipment. A list of existing District vehicles is attached herein. The number, make/model and composition of vehicles may change without prior notice. Proposers located in the general area of Rocklin, California, within a ten (10) mile radius of the District's Headquarters are preferred. The selection will be based on overall price, services, performance and reliability of the proposers. Please note that this may not be an exclusive maintenance contract. The District's needs are outlined in the following Request for Proposal ("RFP").

### II. TIME SCHEDULE

It is the District's intent to follow the following process and timetable, resulting in the selection of a maintenance/repair contractor(s). At the District's discretion, it may change the estimated dates and the process set forth below as it deems necessary including but not limited to interviews.

District issues RFP.	10/16/17
Deadline for proposers to submit questions/clarification request in writing to District by 4:00 pm.	10/25/17
Deadline for District to respond to written questions to all parties receiving RFP.	11/01/17
Deadline for Submittal of Proposals 4:00 pm.	11/20/17
Notice of Intent to Award.	12/06/17
Award of Contract by SPMUD Board.	12/07/17

### III. SCOPE OF SERVICES

The successful contractor must be able to perform general and preventive maintenance and repair services on vehicles and equipment including, but not limited to brakes, tires, suspension, heat/air conditioning systems, electrical systems, engine, etc. The District's preference is for the Contractor to have the ability to perform all required services. However, work may be subcontracted. When subcontractors are used, the Contractor is responsible for performance of the work including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

Within 3 weeks after award of contract the contractor will be required to identify any pre-existing conditions on each fleet unit. The contractor will examine all fleet units and review all fleet historical maintenance records. The contractor will then submit a report to the FR indicating the extent of any repairs and/or servicing that may be needed and all related costs. The FR will review the report and decide whether to proceed with any work.

The Contractor must have the ability to provide required preventive maintenance and repair service listed in Items A thru G (below) for the fleet listed on Attachment A. Any exception including subcontracting must be noted in the response.

### A. Preventive Maintenance

The District's vehicles are routinely driven short distances; frequent starts and stops; and in some cases, long idle periods. The average annual usage is normally around 5,500 miles for all light, medium and heavy duty vehicles and trucks.

### B. Smog and BIT Inspections

The Contractor will be responsible for completing all Federal and State required inspections. These include the 90-day State Basic Inspection of Terminals (BIT) Program, safety inspections subject and not subject to California Vehicle Code section 34500VC, diesel opacity inspections and smog inspections.

#### C. Repairs and Maintenance

Provide service/repairs to all common mechanical and electrical systems as needed.

#### D. Transport of Vehicles for Service

- 1. Provide pick-up and delivery vehicle from District Headquarters.
- 2. For vehicles not drivable, additional towing charge may be billed upon approval of authorized District staff.

#### E. Conditions on Required Services

- SPMUD will work with the contractor to schedule unplanned repair work.
- 2. When a prior appointment has been made for routine maintenance, the turn-around time should be no more than 8 hours.
- 3. Provide adequate inventory on special parts to ensure minimum turnaround on non-routine repairs.

# F. Repair Order Content and Procedure The Contractor shall provide Repair Orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time, and estimated cost signed by the District staff upon pickup/drop-off. A confirming copy with final cost shall be mailed to District upon completion, and a billing copy shall be sent to the District with the monthly statement.
- 2. Actual work/cost above written estimate requires District approval prior to work start.
- Authorization of work by designated District employee or designee is required for all repair orders.

4. Individual vehicle charges shall be submitted on separate repair orders for each service visit.

The repair order must include:

- Date work performed
- -Vehicle and license #, make/model
- -Vehicle mileage at time of service/repair
- -Date in / date out / time completed
- -Detail type of service, hours, material used, and cost associated with each.
- -Subcontracted repair orders containing same information shall be attached to the repair order.
- 5. The Contractor guarantees and warrants that all material furnished and all services performed will be free from defects in material and workmanship and will be warranted by Contractor for a minimum of 180 days, 5,000 miles/500 hours, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance. Engine or transmission overhauls will be warranted for a period of 12-months or 12,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within one (1) working day after notification by the District.
- 6. Warranty and subcontracted repair orders need to be provided by the Contractor. The Contractor shall be the prime contractor; however, subcontractors may be used by the Contractor. The Contractor assumes responsibility for the work of its subcontractors. The charges for such services to the District shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

### G. Hours of Operation

The District has a number of services that are active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.

#### IV. OPERATING PROCEDURES FOR FLEET MAINTENANCE SERVICES

Contracted maintenance facilities are expected to provide prompt, courteous and competent service to drivers. Garage staff must be knowledgeable about service procedures, and initiate the service for all drop-in minor work within 30 minutes of their arrival. It is important that the service desk is staffed adequately to provide efficient customer service in a timely manner.

To assist the Contractor with the maintenance program, the District will provide:

- 1. Listing of covered fleet units (Attachment A) updated as necessary.
- 2. District preventive maintenance schedule (Attachment B).
- 3. Designated District staff contacts.

#### A. Scheduling of Maintenance and Service Procedures

- 1. The District has designated the Field Services Superintendent as Fleet Representative (FR). The FR is the Contractor's primary contact with the District.
- 2. The Contractor shall identify a single individual by name to serve as the responsible contact for daily communication with the District regarding vehicle scheduling and vehicle status update(s).
- 3. The FR will contact the designated Contractor's representative between 8:00 a.m. and 5:00 p.m., weekdays to determine the status of vehicles and/or equipment being serviced. The Contractor's representative shall provide accurate and timely information to the FR on vehicle status including but not limited to:
  - What vehicle(s)/equipment are ready by vehicle number.
  - What vehicle(s)/equipment are being serviced/require repair.
  - Estimated completion of vehicle(s)/equipment under repair.
  - Description of repairs and costs.

- 4. For services, other than preventive maintenance scheduled services, the District will deliver the vehicle to the Contractor's facility, and provide a description of the problem(s) of the vehicle is experiencing.
  - a. The Contractor shall contact the FR and provide an estimate and obtain authorization to proceed. For services estimated over \$500, the Contractor must obtain FR written approval via fax or e-mail prior to performing any work.
  - b. When repairs cannot be accomplished at the Contractor's facility or a District approved subcontractor's facility, the Contractor must contact the FR for instructions. No repairs shall be made by nonauthorized facilities without notification of the FR.
  - c. The Contractor shall report to the FR any vehicle brought in for service or repair and the Contractor has determined that the service or repair was due to driver misuse.
  - d. The Contractor will be responsible for loss and damage to all District vehicles under its custody and/or control.
  - e. The District may, at its sole option, purchase tires from the Contractor at the State of California Contract pricing or better.
  - f. All repair parts are to be original equipment manufacturer (OEM) or equivalent. Exceptions will be individually considered by the FR on a case by case basis.
  - g. All parts removed from District vehicles and equipment shall not be discarded but returned to the FR for inspection.

#### B. Preventive Maintenance

The District will provide a listing of vehicles due for preventive maintenance service at the beginning of each month. Vehicles will be listed by unit number, the type of preventive maintenance the vehicle is to receive, and the week the vehicle is due for service. The FR or designee will notify the contractor for specific dates vehicle will be ready for service.

The preventive maintenance services will be in accordance with the preventive maintenance schedules set forth in Attachment B, except for units 31, 32 and 33 (off-road equipment). These units will be serviced according to manufacturer recommended schedules.

Preventive Maintenance (PM) Checklists and Guide are listed in Attachment C. The PM checklists are to be used when performing all scheduled preventive maintenance and inspections for all SUV's, vans, pickup trucks, heavy-duty trucks (sewer/dump) and trailers. Each PM checklist includes an area to record the unit's number, license number, date and current mileage. The mechanic responsible for servicing the unit must sign the checklist. The Contractor is responsible for maintaining a copy of each PM Checklist and assuring that a copy is forwarded to the FR after completion of each service.

NOTE: ALL DISTRICT VEHICLES AND EQUIPMENT WILL
BE INSPECTED EVERY SIX MONTHS (except for heavy
duty trucks and a trailer subject to 90-day BIT Inspections)
REGARDLESS IF THE UNIT HAS ATTAINED ITS PREVENTIVE
MAINTENANCE MINIMUM MILES/HOURS. THE PM CHECKLISTS
REFERRED TO ABOVE SHALL BE USED FOR EACH INSPECTION.

Copies of PM Guides have been taken from manufacture service manuals and pertain to District off-road equipment (backhoes, loaders, pumps, generators, compressors and the jet rodder). Contractors should refer to service manuals for more complete explanations of PM requirements.

BIT Inspections shall be scheduled one week prior to their due date. Contractor will be responsible for completing the inspection within 8 hours of submission of unit. BIT Inspection forms, not PM Checklists, are to be used by the Contractor when performing the BIT Inspection, and can be found in Attachment D.

#### Additionally:

- If projected brake pad/shoe life is less than 1,500 miles, replace brake pads/shoes.
- 2. Tires will be checked and depth of tread and air pressure readings will be indicated on all PM Checklists.
- 3. When a prior appointment has been made for routine maintenance, the turnaround time should be no more than eight hours for all District units.
- 4. The District prefers that all routine maintenance be performed on Fridays when possible.
- After each preventive maintenance service is completed, the Contractor shall place service reminder label on the driver's side windshield stating the next maintenance mileage and date for routine preventive maintenance.

#### C. Non-Preventive Maintenance Service and Emergencies

- Non-routine maintenance, other than emergencies, will be handled by appointment through the FR or designee. If a District employee delivers a vehicle to the Contractor's facility Monday through Friday between 8:00 a.m. and 5:00 p.m. requesting service without prior notification to you from the District, call the FR or designee for instructions.
- 2. After hour's delivery, if a District vehicle has a breakdown or is involved in an accident and the Contractor shall contact the FR for instructions.
- 3. There may be times when the FR calls early in the day with a specific set of instructions, and later in the day changes them; or, another staff member will call to change them if the FR is not available. The last set of instructions will prevail.

#### V. SELECTION CRITERIA

CRITERIA

WEIGHT GIVEN

A. Responsiveness of the written proposal to the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by the Proposer that will demonstrate the quality of services.

**30 POINTS** 

B. Pricing.

**40 POINTS** 

C. Ability, experience, financial resources and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work, location, the character, integrity, reputation, judgment and efficiency of the Proposer.

**30 POINTS** 

#### **TOTAL CRITERIA WEIGHT 100 POINTS**

Each proposal will be independently evaluated on Criteria A through C.

#### VI. STANDARD TERMS AND CONDITIONS FOR PROPOSALS

 PROPOSAL GENERAL CONDITIONS: All of the terms and conditions of the proposal against which this purchase document is applied, are hereby Incorporated.

#### 2. PREPARATION OF RESPONSE:

- All proposals must be addressed to:
   Mr. Sam Rose

   Superintendent-Field Services Department
   South Placer Municipal Utility District

   5807 Springview Drive
   Rocklin, CA 95677
   (916) 905-1975
- b. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "Fleet Maintenance Services". The name and address of the proposing business must be shown on the face of the envelope.
- c. All proposals must be received by 4:00 pm on Friday, November 20, 2017. Proposals will not be accepted after this deadline. Three (3) copies of the proposal must be enclosed in the sealed envelope. No facsimile, electronic or telephone proposals will be accepted.
- d. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- e. The District representative will notify proposers that have been preliminarily selected nor on the date submitted in the above time schedule.

- f. Proposers are required to use the forms in Section VII when putting together their proposals. These forms include information about the Proposer's company, qualifications, facility where work will be performed, references and subcontractors. A supplemental questionnaire (F) has also been included that addresses various aspects of providing service to District fleet units. Instructions on how to fill out the Cost Proposal Worksheets in Attachment E can also be found in Section VII (G). A "Non-Collusion Declaration" form (H) and a "RFP Authorization" form (I) can also be found in this section and are also required to be filled out.
- g. The District reserves the right to perform unannounced site visits and interview staff and management prior to selection to determine, among other things if needed:
  - a. Customer service responsiveness;
  - b. Shop organization and operation efficiency; and
  - c. Response time.
- h. After preliminary selection and prior to contract award, the District will meet with the Proposer to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- **3. F.E.T. EXEMPTION:** SPMUD is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
- 4. BRAND NAMES: Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the SPMUD Purchasing Officer as to what items are equal is final and conclusive.

When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.

5. AMERICANS WITH DISABILITIES ACT: As a condition of submitting a response to the South Placer Municipal Utility District (SPMUD), the bidder certifies that its business entity is in compliance with the "Americans with Disabilities Act" of 1990, as amended. Failure to certify prohibits the award of a Contract to the bidder.

- 6. LIABILITIES: The bidder shall hold SPMUD, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against SPMUD or bidder because of the unauthorized use of such articles.
- 7. HOLD HARMLESS: The vendor shall hold SPMUD, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against SPMUD or himself because of the unauthorized use of such articles.
- 8. **DEFAULT BY VENDOR:** In case of default by vendor, SPMUD may procure the services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to SPMUD. Prices paid by SPMUD shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the SPMUD Purchasing Manager.
- **9. RIGHT TO AUDIT:** SPMUD reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
- 10. ASSIGNMENT: In submitting a response to a public purchasing body, the responder offers and agrees that if the response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quote for sale to the purchasing body pursuant to the quote. Such assignment must be made and become effective at the time the purchasing body tenders final payment to the responder.

- 11. APPLICABILITY TO HEIRS: Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- 12. ALL UNDERSTANDINGS IN WRITING: It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
- only be made after the services have been performed and accepted by authorized District representatives. The District requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the District to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the District as described in Section III (F) under Repair Order. Monthly statements shall be submitted by the 30th of each month with a listing of all Repair Order Numbers, cost, and date identified. Payment will be made thirty (30) days after receipt of monthly statement. Discount periods must be extended if the billing invoice is returned for credit or correction.

Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, fewer deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the SPMUD Purchasing Officer.

14. SPECIAL CONDITIONS: SPMUD's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.

15. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the South Placer Municipal Utility District and the County of Placer, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims to the extent caused by the active negligence of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

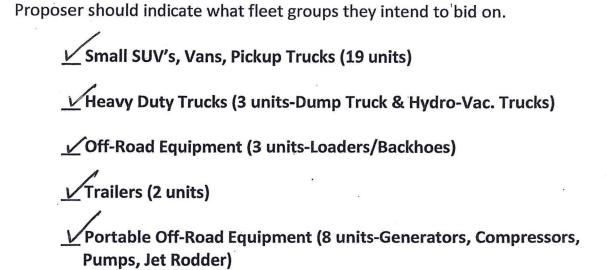
This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

#### VII. PROPOSAL FORMS

**Proposers are responsible for** supplying the information requested on the following sheets. Attach additional sheets, if necessary, to provide required information.



Contractor and their subcontractor(s) must have prior successful experience performing maintenance and repair services on SUV's, trucks and other equipment, and must be licensed to conduct business in the State of California. Contractor must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

### A. Company Profile

1. SHOP PROFILE RESPONSIBILITY
SHOP NAME: Superior Equipment Repair Inc.
NAME OF SHOP OWNER(S): Tim Ayles; Jon McGrath
SHOP ADDRESS: 9900 Will View Rd- Newcastle Ca 95658
PHONE NUMBER: <u>530 888-0795</u>
E-Mail: Superior Serepair com
FAX NUMBER: 530.888-0856
NUMBER OF YEARS IN BUSINESS:
NUMBER OF YEARS IN BUSINESS AT THIS LOCATION:
AUTOMOTIVE REPAIR DEALER LICENSE NO.: <u>286 943</u>
2. PROXIMITY TO SPMUD HEADQUARTERS (MILES).
3. NAME OF SHOP MANAGER(S): <u>Chad Glaspey</u>
4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:
Name: Bill Curtis
Title/Duties: Fleet / Customer Service Manager
Title/Duties: Fleet / Customer Service Manager  Qualifications: 9 years in fleet maintenage, managemet, ARI
Years with Proposer: 9
Phone Numbers: Work: <u>530-407-5450</u> Pager
E-Mail: BIIIC @ Serepair. com
1. Emergency Contact (365 days/year; 24 hours): Joel She Hon 530-906-5767
2. Operating Hours – The Contractor shall be currently operating out of a

commercial facility, which is open and accessible to District personnel,

facilities shall be available for vehicle service between the hours of 8:00

without prior notice during normal business hours. At a minimum,

a.m. and 5:00 p.m., Monday through Friday (excluding holidays).

State hours that the Contractor's facility is open for maintenance service.  Monday 8 am to 5 pm Thursday 8 am to 5 pm  Tuesday 8 am to 5 pm Friday 8 am to 5 pm  Wednesday 8 am to 5 pm Saturday am to pm  Sunday am to pm
B. FACILITY DESCRIPTION
1. Indicate number of bays at your facility $\underline{\mathcal{S}}$ .
1. Indicate the number and type of vehicle lifts in the shop.  1. Stationary 30,000 pound 4 pole lift  2. Stationary 15,000 pound 2 pole lift  3. Mobile 60,000 pound 4 pole lift  4. Beeline Heavy Outy Glignment / Lift Rack.  2. Describe the major diagnostic and service equipment currently used.  1. International Service Mark 2. Cummius Insite  3. Cummius Duicuser 4. Detroit Diesel 5. Allison  6. JPro 7. GMTech 2 Win 8, Foxo IDS 9, Volvo MACK  10. Pacca (Davie 11 Solus 12, Mitchell
C. STAFFING/EXPERIENCE
1. Indicate total number of technicians (mechanics) / 0.
2. How many technicians (mechanics) possess ASE certifications <u>2</u> .
3. Do you have a certified emissions specialist on staff? (Circle one) Yes No
4. Do you have an electrical systems specialist on staff? (Circle one) Yes No
×

5. Describe any experience that you have in servicing/maintaining sewer cleaning trucks and equipment.

Supenor Equipment Repair Currently serices SP Mud Vehicles
as needed, we have completed major repairs

Successfully as well as minor complaints in a timely

Munner, Supenior Equipment Depair is also an

awarded vender fit Sucramento Sewer District-we

maintain all Vehicles, Bit inspections and major repairs.

6. The District requires the Contractor to coordinate warranty work. Please

all Vehicles, BIT inspections and major repairs.

6. The District requires the Contractor to coordinate warranty work. Please describe how you would perform that and which dealership/service departments you will use. Superior Equipment will contact up appropriate dealership, establish what is covered under Warrunty, deliver vehicle do dealership for warruntante repairs. Depairs not covered will be completed at Supenor Equipment Depair.

7. Can you perform emergency roadside service as required? (Circle one)

Yes No Please explain what type of equipment would be used in the event service is required.

Superior Equipment has three Fining Equipped Service Trucus, all drucks have compressors, welders, cranes, and all necessary tools for emergency road side Serice.

D.	REF	EREN	<b>NCES</b>	AND	QUAI	LIFIC	ATI	ONS
----	-----	------	-------------	-----	------	-------	-----	-----

1. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided.

Superior Equipment Lepair was founded in 1988. We provided heavy duty diesel Yrnck repair, light duty, equipment and extrapair our services include 90 Day Ins, opposing, engine and yransmission (chair, braws, clutch, steering and all wher major minor repairs.

2.Please provide 3 commercial fleet maintenance client references within the last five years, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each. Use additional sheets if necessary.

Company Name Dry Week School Dist.
Company Address 9707 (DOK RIOID Rd. ROSWIIIC CA 95747
Company Phone 916-770 - 8885
Contact Person
Fleet Size/Type 16 buses, Vans
Years of Contract 4
Frequency of Service 45 Day Inspections; All repairs
- Sty Straight Straig
Company Name Welco Construction
Company Address 4708 ROSCUITE Rd. \$102 Norm High lands Ca
Company Phone 916 - 338 - 4440 95660
Contact Person Barbara
Contact Person Pourous
Fleet Size/Type Leavy Onty Diesel   Trucus Dor Vehicles
Years of Contract 5 + years
Frequency of Service QD Days BITS; All major Impor repairs
+servico
Company Name Jin Environment al
Company Address 213 Kenroy Can loseville Ca 950 76
Company Phone 916.773 - 2740
Contact Person Tion in More
1.
Fleet Size/Type Heavy Own Mesu 6 600 20t meus
Years of Contract <u>3 years</u>
Frequency of Service 90 Day BITS; Ju major +minor
repairs Jervice

- 3. Approximately what percent of your shop work is currently derived from fleet business? \_\_7\_5\_\_%
- 4. Has your shop ever been a subject of Better Business Bureau action? \_Yes X No Describe:
- 5.Are you currently or have you ever previously provided repair services to other government entities? <u>Y</u> Yes \_\_No If yes, please list the entity names, contract persons and phone numbers:

Sacramento Sewer District: Jeff Sumner 916-876-6203
Fair Oaks Water District: John 916-257-4977
CTA: Eric Sauer 916-373-3562
Citrus Hights Water District: 916-725-6873
Mr. Showley

#### **E. SUBCONTRACTORS**

Contractor unable to perform all services listed herein may subcontract out those services outside of their expertise. However, the successful proposer responding to the solicitation shall be considered the prime contractor, and therefore responsible for all services rendered. Proposals must include names and addresses of all subcontractors to be used in conjunction with the contract. Indicate what work is proposed to be performed by subcontractor(s).

Indicate on the following list the name and location of all subcontractor(s).

Subcontractor

**SERVICE** 

(Name/Location)

**Primary Contact** 

**ENGINE WORK** 

- --Minor Work
- -- Major Rebuild/Repair

**ELECTRICAL** 

**DRIVABILITY** 

- --Tune Up
- --Fuel System
- --Ignition System
- -- Coolant System

HEATING/AIR CONDITIONING

**TRANSMISSION** 

**CHASSIS** 

- --Steering
- --Suspension
- --Tires
- --Wheels

**BRAKES** 

**BODY REPAIR** 

PAINTING

**OTHER** 

Davis Truck Painting West Sacramento Ca 95691

916-371-3282

Mr. Danz

#### F. SUPPLEMENTAL QUESTIONNAIRE

- 1. District drivers are usually in a hurry and need to return to work. Their expectation is to be acknowledged and served promptly, courteously and competently. How will you accommodate this? Superior Equipment Depairs main priority is to quickly and efficiently diagnose repair and return customers Vehicles. Our managers will Stay in Constant Communication with Spinus drivers.
- 2. What procedures are followed to ensure successful completion of service work prior to the vehicle being released to the customer?

Every vehicle that is serviced or repaired.

goes through a quality control inspection

and road service test before being returned

yo the customer.

3. The District requires the Contractor to designate one person from the shop to work with District representatives and communicate vehicle repair status and scheduling on a routine basis. Please identify this position and the qualifications you will establish for this position.

Chad Glaspey-Service Manager

20+ experience in shop service management

and Freet Services

4. The District expects 6-8 hours' turnaround time for preventive and for routine repair services. Can you meet this standard and provide quality repair work?

¥Yes \_\_No

5. Please specify whether Original Equipment Manufacturer (OEM) or aftermarket parts will be used for repairs? If after-market parts will be used, please explain under what circumstance(s). Please be aware the District requires use of OEM parts for all services unless specified herein or otherwise approved by FR prior to repair for all services.

OEM Glways used when available.

6. List days and hours of shop operations and after-hour emergency services availability.

Shop: Monaay Through Friday 8am-5pm. 24 hr Road Service | Emergency

7. Describe the availability of secured parking for vehicles in for repairs.

Our shop is located in a secure gotted facility with a night watchman and

adequate Scundy lighting.

8. Please indicate any "Prompt Payment Discount Terms".

270 Net 10

#### H. NON-COLLUSION DECLARATION

The undersigned declares:	
I am the <u>President</u>	of Superior Equipment the party making the
foregoing proposal.	Repair

The bid is not made in the interest of, or on behalf of, any undisclosed person. partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [date], at <u>Aubum</u> [city] (alifonia [state]."

Signature

#### I. RFP AUTHORIZATION

#### FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the General Conditions of this Request for Proposal.

COMPANY Superior Equipment Repair Inc.
ADDRESS 9900 MIII View Qd.
CITY NEW CUSMC STATE CU ZIP CODE 95658
PHONE 530. 888. 0795
FAX530-888-0856
E-MAIL Superior Equipment Depail: Superior @serepair.voi
AUTHORIZED REPRESENTATIVE (Print)
TITLEPrésident
SIGNATURE DATE 11-17-17  Proposals signed by an agent are to be accompanied by evidence of their authority.

# SUV's, VANS, PICKUP TRUCKS

	SUV's, Vans,					
Scheduled	Pickup Trucks					
Preventive	Labor	Parts	Total			
Maintenance	Hours	Costs	Cost			
Inspection: Every 6 months	1.0	N/A	\$ 10000			
PM A: 6 months or 6,000 miles*	1.5	39.95/54	95 By.95			
PM B: 12 months or 15,000 miles	2.5	\$ 179.95/199	.95 Biesel 95			
PM C: 24 months or 30,000 miles	4.5/5.0	\$559.95/58	9.95/769.95			
PM D: 48 months or 45,000 miles		\$	\$			
Preventive Maintenance Hourly Labor Rate	10000					
1		·				
Repair Work Hourly Labor Rate	10000		\$10000			
Percent Markup on Parts		7 %				
Pick Up and Delivery of Unit for Servicing		Part of the last o	\$ 1.0000			

\*Includes Oil Change, Oil Filter and Lubrication

@ Omit this charge per email (attached) dated Nov- 21,2017

# SPMUD COST PROPOSAL WORKSHEET HEAVY DUTY TRUCKS

Scheduled	1	Heavy Duty		Heavy Duty Sewer Cleaning Trucks				
Preventive	Labor	Parts	Total	Labor	Parts	Total		
Maintenance	Hours	Costs	Cost	Hours	Costs	Cost		
BIT INSPECTION-Every 90 Days	1	0	\$/1350	1	0	\$ 11350		
PM A: 6,000 miles	1,5	\$ 798	\$ 17823	1.5	\$ 798	\$ 17823		
PM B: 12 months or 15,000 miles*	2.5	\$ 256 50	\$ 540 95	2.5	\$ 256 50	\$ 540.25		
PM C: 24 months or 30,000 miles	3.5	\$ 506.56	\$ 903 75	3.5	Φ.	\$ 90375		
PM D: 48 months or 45,000 miles	4.5	\$ 711.72	\$ 1222.47	4.5	\$711.72	1222.47		
Preventive Maintenance Hourly Labor Rate			\$ 11350			\$11350		
Repair Work Hourly Labor Rate	113.5		\$113.5	113.5		\$ 113.5		
Percent Markup on Parts		7. %			7 %			
Pick Up and Delivery of Unit for Servicing		Ø	\$ 10000		Ø	\$10000		

<sup>\*</sup>Includes Oil Change, Oil Filter and Lubrication

## SPMUD COST PROPOSAL WORKSHEET PORTABLE OFF-ROAD EQUIPMENT

Scheduled		Jet Rodder	•		Generator	•	C	Compresso	r		Pump	
Preventive	Labor	Parts	Total	Labor	Parts	Total	Labor	Parts	Total	Labor	Parts	Total
Maintenance	Hours	Costs	Cost	Hours	Costs	Cost	Hours	Costs	Cost	Hours	Costs	Cost
Inspection: Every 6 months	1	2500	\$ 13850	1	08	\$113.50	1	05	\$113.50	2_	Ø	\$ 227
PM A: 50 hours	1	\$ 8	\$ 113.50	1	\$ 13750	\$25100	7		\$113.50	2	\$ 27650	\$ 504.
PM B: 100 hours		\$ 00	\$ 113.50	1	\$ 13780	\$25100	/	\$ 05	\$113,50	3.5	\$326.50	\$723.7
PM C: 250 hours	1.5	\$ 2500	\$ 195 25	1	\$13700	25100!	2.5	\$ 18750		41.5	\$396.50	887.2
PM D: 500 hours	3.0	\$ 25650	\$ 597							50	\$ 62650	\$ 11949
Preventive Maintenance Hourly Labor Rate		-NJ6	\$113.50	_		\$113.50			\$//350			\$//350
Repair Work Hourly Labor Rate	<del> </del>		\$113.50		<b></b>	\$1/3,50			\$113.50			\$113,50
Percent Markup on Parts	1	7%			7%			7 %			7 %	
Pick Up and Delivery of Unit for Servicing	1		\$ 100		1	\$100			\$100			\$100

# SPMUD COST PROPOSAL WORKSHEET OFF-ROAD EQUIPMENT

F				Off-Ro	ad Equipr	nent				
Scheduled	Case 580 S	uper L Loade	er/Backhoe	Case 570	NXT Tra	actor /Loader	Kubota Backhoe			
Preventive	Labor	Parts	Total	Labor	Parts	Total	Labor	Parts	Total	
Maintenance	Hours	Costs	Cost	Hours	Costs	Cost	Hours	Costs	Cost	
Inspection: Every 6 months	2	Ø	\$ 22700	2	Ø	\$ 22700	2	Ø	\$ 227	
PM A: 50 hours	2	\$ 65:	\$ 227	2	\$ 0	\$ 22700	2	\$0.	\$227	
PM B: 100 hours	2	\$ 0	\$ 227 _	2	\$ 0	\$ 22700	2	\$8750	\$3145	
PM C: 250 hours	3	\$ 225	\$ 56550	3	\$ 225	\$ 56550	2.	\$ 8	\$2275	
PM D: 500 hours	B	\$ 1100	\$ 1781	6	\$ 1100	\$ 1781	2	\$ 8	\$ 2279	
Preventive Maintenance Hourly Labor Rate			\$ 11350			\$ 11350			\$1135	
•										
Repair Work Hourly Labor Rate			\$ 11350			\$ 11350			\$11350	
Percent Markup on Parts		7 %	%		7 %			7 %		
Pick Up and Delivery of Unit for Servicing	Dependi	na on	Sa vis nes	+ size	and .	\$oca from			\$	

# SPMUD COST PROPOSAL WORKSHEET TRAILERS

Scheduled		Trailers	
Preventive	Labor	Parts	Total
Maintenance	Hours	Costs	Cost
BIT Inspection*	/	0	\$ 11350
Inspection: Every 6 months	a	75	\$ 30200
Preventive Maintenance Hourly Labor Rate		/	\$ 11350
Repair Work Hourly Labor Rate			\$11350
Percent Markup on Parts		<b>/</b> %	



#### Addendum 1 to SPMUD Fleet Maintenance Proposal

Remote Site Generators (x5) FR)



Weekly maintenance will be performed by SPMUD personnel. Any concerns found during weekly inspections will be communicated to Superior Equipment Repair personnel.

#### Quarterly Maintenance:

Quarterly inspections are to be performed on all units. All units will be inspected following the individual maintenance schedules of each unit as set by the manufacturer.

All deficiencies will be noted and SPMUD will be notified in a timely manner. Upon the discovery of a severe concern the appropriate personnel will be notified immediately. An estimate will be provided on all non-emergency recommended repairs. Emergency repairs will be billed at time and materials upon verbal authorization of the appropriate SPMUD personnel. Labor Rate: 113.50 per hour for all normally scheduled quarterly maintenance as well as emergency calls during normal business hours. Normal business hours are from 8:00 AM to 5:00 PM Monday thru Friday.

2.0 hours of labor will be billed for each quarterly inspection all stationary generators regardless of manufacturer. Travel time will be included in the 2.0 hours per unit.

#### Annual Maintenance:

Annual inspections and services are to be performed on all units. All units will be inspected and serviced following the individual maintenance schedules of each unit as set by the manufacturer. It is estimated that 1-3 hours will be necessary on the natural gas powered units for annual services in addition to the 2 hours allotted for the quarterly inspection. It is estimated that 2-5 hours will be necessary on the diesel powered units for annual services in addition to the 2 hours allotted for the quarterly inspection.

All deficiencies will be handled as noted in the quarterly inspections section.

Hours billed for annual services will vary for each unit based on manufacturers service recommendations.

Labor Rate: 113.50 per hour for all normally scheduled annual maintenance as well as emergency calls during normal business hours. Normal business hours are from 8:00 AM to 5:00 PM Monday thru Friday.

Percent markup on parts will be 7%

#### Emergencies:

In situations where a mechanic is to be called out due to an emergency the time billed will begin when the mechanic is dispatched until the time the mechanic returns to the shop. In situations where a mechanic is called outside of normal business hours the labor rate will be 135.00 per hour.

#### Item 4.5

# SOUTH PLACER MUNICIPAL UTILITY DISTRICT STAFF REPORT

**To:** Board of Directors

From: Herb Niederberger, General Manager

**Cc:** Emilie Costan, Administrative Services Manager

Subject: Adopt Resolution 21-10 Delegating the General Manager to Cast

**Votes for the Current and All Future Elections to the Placer County** 

**Local Agency Formation Commission (LAFCO)** 

Meeting Date: April 1, 2021

#### Overview

Each county in the state is required to have a Local Agency Formation Commission (LAFCO). These LAFCOs fulfill their legislative mandate through the consideration and approval, or denial, of boundary changes proposed by individuals or the local agencies themselves. LAFCOs do not have the power to initiate boundary changes on their own, except for proposals involving the dissolution, consolidation, or merger of special districts or the establishment of subsidiary districts.

Placer County (LAFCO) regulates boundaries and boundary changes for the South Placer Municipal Utility District as prescribed by law. The Placer LAFCO Commission contains seven members:

- Two representatives from the county board of supervisors
- Two representatives from city councils
- Two special district representatives
- One public member

Periodically, Placer LAFCO has calls for elections for Special Districts Representatives and Alternate Representatives. Placer LAFCO's election process is by ballot.

The District's Board of Directors typically relies upon management recommendations to forward representative selections to Placer LAFCO. Adoption of the attached resolution will delegate the authority to the General Manager to cast for the current and all future elections to Placer LAFCO.

#### Recommendation

Staff recommends that the Board of Directors adopt Resolution 21-10 delegating the General Manager to cast votes for the current and all future elections to the Placer County Local Agency Formation Commission.

#### **Strategic Plan Goals**

Goal 1.3 Build business Efficiencies

Goal 2.4 Maintain Transparency with all District Activities

### Goal 5.2 Explore and Evaluate Business Practice Alternatives

### **Fiscal Impact**

There is no direct fiscal impact associated with these actions.

#### Attachments

- 1. Resolution 21-10
- 2. Placer LAFCO Ballot for Special District Representative & Alternate

## SOUTH PLACER MUNICIPAL UTILITY DISTRICT RESOLUTION NO. 21-10

# DELEGATING THE GENERAL MANAGER TO CAST VOTES FOR THE CURRENT AND ALL FUTURE ELECTIONS TO THE PLACER COUNTY LOCAL AGENCY FORMATION COMMISSION (LAFCO)

Whereas, each county in the state is required to have a Local Agency Formation Commission (LAFCO); and

Whereas, Placer County (LAFCO) regulates boundaries and boundary changes for the South Placer Municipal Utility District as prescribed by law; and,

Whereas, Placer LAFCO Commission contains seven members made up of two representatives from the County Board of Supervisors, two representatives from City Councils, two Special District Representatives, and one member of the public who are all elected by ballot.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the South Placer Municipal Utility District delegates to the General Manager the authority to make selections of the representatives to serve on the Placer County Local Agency Formation Commission.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1<sup>st</sup> day of April 2021.

	Signed:
	William Dickinson, President of the Board of Directors
Attest:	
	Emilie Costan, Board Secretary

### **Ballot**

for

## Special District Representative & Alternate, Placer LAFCO

Please select *two (2)* candidates from the nominees below by marking the box by each chosen name. After making your selections, the <u>Certification Statement</u> at the end of this document must be signed by your Board Chairman or Alternate prior to mailing.

Ballots should be returned to the Placer LAFCO office no later than **4:30 p.m. Monday, May 10, 2021** by mail or email as follows:

Placer LAFCO 110 Maple Street, Auburn, CA 95603

OR

Kris Berry, Executive Officer kberry@placer.ca.gov

Ballots received after this time/date will not be counted

### Nominees (choose 2):

Gordon Ainsleigh, Auburn Area Rec. & Park District
Joshua Alpine, Placer County Water Agency
Peter Gilbert, Placer Mosquito & Vector Control District
Fred Ilfeld, Olympic Valley Public Service District
Rick Stephens, Truckee Tahoe Airport District

### **Certification Statement**

1	, as Board Chairman (or
(Name)	,
authorized alternate) of	,
(District)	)
Certify that this is the District's true and correct b	allot.

#### SOUTH PLACER MUNICIPAL UTILITY DISTRICT STAFF REPORT

**To:** Board of Directors

From: Herb Niederberger, General Manager

**Cc:** Emilie Costan, Administrative Services Manager

Carie Huff, District Engineer Eric Nielsen, Superintendent

**Subject:** COVID-19 Update

Meeting Date: April 1, 2021

#### Overview

The purpose of this Staff Report is to provide the Board of Directors with an update on the COVID-19 outbreak.

On March 14, 2021, Placer County moved from the highest risk level tier for the spread of COVID-19, Widespread (Purple), to the next lowest tier, Substantial (Red). Per the District's COVID-19 Prevention Plan (CPP), in the Widespread tier the District will implement the following modifications to its standard operations:

- Conduct meetings including Board Meetings remotely.
- Close the District office to the public.
- Drive separate vehicles.
- Allow telework assignments for staff whose positions allow for it.
- Require electronic plan submittals.

On March 15, 2021, the District modified operations to follow the CPP's Substantial tier modifications:

- Attempt to conduct meetings including Board meetings remotely.
- Screen all visitors using a no-touch thermometer and the screening assessment checklist.
- Drive separate vehicles.
- Require electronic plan submittals.

As of March 24, 2021, California's Blueprint for a Safer Economy website was reporting that Placer County had a case rate of 8.0 new cases per day per 100,000 residents, a 3.0% positivity rate, and a 4.0% health equity quartile positivity rate. In the Substantial tier, some non-essential indoor business operations are obligated to close or operate at a limited capacity. Sewer service is considered an essential business, and the District is compelled to take steps necessary to ensure the safety of its employees and customers.

On March 19, 2021, Senate Bill 95 was signed into law which obligates employers who have more than 25 employees to provide two weeks or 80 hours of COVID-19 supplemental paid sick leave

retroactive to January 1, 2021. The hours are in addition to any paid sick leave that may be available under existing law and remain in effect through September 30, 2021.

The new legislation specifies that a covered employee is entitled to COVID-19 supplemental paid sick leave if the employee is unable to work or telework for any of the following reasons:

- is subject to quarantine or isolation related to COVID-19;
- advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- experiencing COVID-19 symptoms and seeking a medical diagnosis,
- attending an appointment to receive a COVID-19 vaccine;
- experiencing symptoms related to a COVID-19 vaccine;
- caring for a family member who is subject to quarantine or isolation due to COVID-19; or
- caring for a child whose school or place of care is closed due to COVID-19.

#### **Economic Impacts**

The District is experiencing the impact of COVID-19 on the Fund 100 revenues from the monthly sewer charges. The chart below indicates the number and magnitude of the delinquent accounts and past due amounts.

Total	Current	30 Days	60 Days	90 Days	120 Days	Balance
Accoun	ts Amount	Delinquent	Delinquent	Delinquent	Delinquent	Due
43	\$25,276	\$25,777	\$ 6,566	\$12,510	\$3,540	\$83,659

It should be noted that although it appears that the magnitude of the delinquent accounts has stabilized, these bills are reported quarterly. As such, the balance due is expected to jump every three months, as opposed to monthly.

#### Personnel

Due to the COVID-19 outbreak and the resulting public health orders, schools have taken extra precautions to prevent the spread of COVID-19. On January 19, 2021, students in the Rocklin Unified School District (RUSD) transitioned to a 5-day/week am/pm in-person instruction. RUSD is projecting a return to full-time attendance on April 6, 2021, following their spring break. At this point in time, a small number of District employees have been inconvenienced by distance learning and the District is accommodating their needs.

District employees, regardless of age are now eligible to receive the COVID-19 vaccine due to their work in the wastewater sector.

#### Meetings

Staff suggests that the District continue videoconferencing the meeting of the Board of Directors using Zoom Meeting. In the event that Placer County achieves a Blueprint risk level of <u>Minimal</u>, then perhaps the Board can transition back to meeting in person.

#### Recommendation

Staff requests the Board of Directors receive and file this report.

#### **Strategic Plan Goals**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain Transparency with all District Activities

Goal 4.1: Maintain Compliance with Pertinent Regulations

#### **Fiscal Impact**

Staff believes the accumulating delinquencies will be rectified in the current year or will be transferred to the Placer County Tax roll. Development fees have rebounded from the steep decline at the beginning of the pandemic, with the first six months of revenues from connection fees, plan review, and inspections already exceeding the amount budgeted for the current fiscal year as well as the amount collected in the prior fiscal year. Staff does not anticipate any further significant impact on revenues due to the COVID-19 outbreak or the need to use \$1 million in its rate stabilization reserve to make up for any lost revenue.

#### Item 6.1

# SOUTH PLACER MUNICIPAL UTILITY DISTRICT STAFF REPORT

To: Board of Directors

From: Carie Huff, District Engineer

Cc: Herb Niederberger, General Manager

**Subject:** Award Construction Contract for

Corporation Yard Wall Replacement 2021 Project

Meeting Date: April 1, 2021

#### Overview

The Corporation Yard Wall Replacement 2021 Project consists of the demolition of the existing block wall along the Springview frontage and construction of four hundred and sixty-five feet of fence with screening and a vehicular slide gate system. The existing block wall is deteriorating and in poor condition, necessitating replacement.

The District issued an invitation to bid on March 5, 2021. A non-mandatory pre-bid meeting was held on March 9, 2021. Representatives from four potential contractors were in attendance. Sealed bids were due by March 18, 2021. Addendum 1 was released on March 13, 2021. Five bids were received and are shown below. Design Build, Inc. submitted the apparent low bid; however, upon review of Design Build's submittal, their bid was not submitted on the updated Bid Schedule as released in Addendum 1. Because of this, their bid has been considered non-responsive. Staff's review found the bid from Glissman Excavating, Inc. to be in compliance with the requirements of the contract documents. Staff requests the Board to authorize a mid-year budget adjustment and authorize the General Manager to provide the Notice of Award to Glissman Excavating, Inc. and proceed with executing the contract for services.

Contractor	Bid Amount
Design Build, Inc.	\$ 208,975.92*
Glissman Excavating, Inc	\$ 298,933.70
Sierra National Construction	\$ 307,007.00
Kingsley Builders, Inc.	\$ 378,020.12
Mark Wallace Masonry	\$ 437,572.20

<sup>\*</sup>The bid by Design Build, Inc. was rejected since their bid was determined to be non-responsive and not responsible.

In preparation for the potential for change orders during construction, staff requests that the Board authorize the General Manager to execute change orders that meet defined criteria. This will expedite the process of responding to small adjustments that may arise during the course of construction, while ensuring that more significant changes will require review and approval by the

Board. A summary of change orders will be presented to the Board during the project through monthly reports to the Board by the District Engineer.

Any change orders that do not meet these criteria will not be approved without prior approval by the Board of Directors.

#### Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 21-11 which:
  - 1. Finds the Corporation Yard Wall Replacement categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302 (Replacement or Reconstruction); and
  - 2. Authorizes a mid-year budget adjustment from \$242,000 to \$330,000 from Fund 400; and
  - 3. Authorizes the General Manager to execute the attached contract for services to Glissman Excavating, Inc. to construct the Corporation Yard Wall Replacement project in the amount of \$298,933.70, and
  - 4. Authorizes the General Manager to execute change orders up to a cumulative amount not to exceed 10% of the awarded construction contract amount (i.e., \$29,893.37).

As an alternative, the Board may reject all bids and include this construction either as a separate project in fiscal year 2021/2022 or as part of the Corporation Yard Improvement Project.

#### **Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 1.3: Maintain transparency with all District activities.
- Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

#### **Fiscal Impact**

Subject to authorization of a mid-year budget adjustment, the costs for this construction project will be paid for with funds from Fund 400 – Capital Replacement and Rehabilitation.

#### Attachments:

- 1. Resolution 21-11 Resolution to Authorize the General Manager to Award the Contract for the Corporation Yard Wall Replacement 2021 Project to Glissman Excavating, Inc.
- 2. Contract for Services Corporation Yard Wall Replacement 2021 Project

#### SOUTH PLACER MUNICIPAL UTILITY DISTRICT

#### **RESOLUTION NO. 21-11**

# ENVIRONMENTAL DETERMINATION AND NOTICE OF AWARD FOR THE CORPORATION YARD WALL REPLACEMENT 2021 PROJECT

WHEREAS, South Placer Municipal Utility District, hereinafter called SPMUD, owns and operates the SPMUD Corporation Yard in Rocklin, and

WHEREAS, the portion of the perimeter wall fronting Springview Drive is in disrepair and requires replacement/reconstruction, and

WHEREAS, replacement/reconstruction of the wall is located on the same site and will have the same purpose and capacity as the structure replacement, as defined in California Code of Regulations, Section 15302, and

WHEREAS, SPMUD competitively bid the work to be performed as required in the Public Contract Code, and

WHEREAS, SPMUD reviewed the bids received and found the bid by Glissman Excavating, Inc. to be the lowest responsive, responsible bidder, and

WHEREAS, the project was included in the fiscal year 2020/2021 budget in an amount of \$242,000 (Fund 400); and

WHEREAS, discoveries during construction may necessitate a need for a change to the contract, and

WHEREAS, the SPMUD Purchasing Policy (Policy 3150) allows for the General Manager to approve commitments up to and including \$50,000.

NOW, THEREFORE BE IT RESOLVED, that the South Placer Municipal Utility District Board of Directors:

1. Finds the Corporation Yard Wall Replacement Project 2021 to be categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302

- (Replacement or Reconstruction), and
- 2. Authorizes a mid-year budget adjustment from \$242,000 to \$330,000 from Fund 400, and
- 3. Authorizes the General Manager to execute the contract for services to construct the Corporation Yard Wall Replacement 2021 Project to Glissman Excavating, Inc. in the amount of \$298,933.70, and
- 4. Authorizes the General Manager to execute change orders for the Corporation Yard Wall Replacement 2021 Project with Glissman Excavating, Inc. so far as the cumulative amount does not exceed a total of 10% of the contract amount (\$29,893.37). Change orders which collectively total more than 10% of the contract amount are not authorized without prior approval of the Board of Directors.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1<sup>st</sup> day of April 2021.

	Signed:
	William Dickinson, President of the Board of Directors
Attest:	
Allest.	Emilie Costan Board Secretary

#### **CONTRACT FOR SERVICES**

#### SPMUD – Corporation Yard Wall Replacement 2021

THIS CONTRACT is made on this1 day ofApril	, 2021, between the SOUTH
PLACER MUNICIPAL UTILITY DISTRICT ("District") and_	
Glissman Excavating, Inc.	, ("Contractor").

#### WITNESSETH:

WHEREAS, the District desires to replace the Corporation Yard Perimeter Wall, and;

WHEREAS, the Contractor has presented a bid for such facility to the District, dated <a href="March 18, 2021">March 18, 2021</a>, 2021 (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform the construction of such facility;

NOW, THEREFORE, the parties hereto mutually agree as follows:

**5.0 CONTRACT CONSIDERATIONS:** Contractor enters into this Contract as an independent Contractor and not as an employee of the District. All employees, agents, Contractors or subcontractors hired or retained by the Contractor are employees, agents, Contractors or subcontractors of the Contractor and not of the District.

Contractor's decision to execute this Contract is based on independent investigation and research of the conditions affecting this Contract and not upon any representations made by the District, its officers, employees or agents.

**5.1 SCOPE OF WORK:** Contractor shall provide all labor, equipment, materials and incidentals required to construct and complete, in a good and workmanlike manner, all improvements to provide a complete and useable facility, as designed and approved by the District. The work is to include, but is not necessarily limited to, the following:

**Description of Work:** This work includes the demolition of approximately four hundred and sixty-five (465) feet of existing CMU block wall, construction of four-hundred and sixty-five (465) feet of fence with screening and a vehicular slide gate system. Contractor shall provide all labor, equipment, materials and incidentals required to construct and complete, in a good and workmanlike manner, all work to provide a complete and useable facility, as designed and approved by the District. The work is to include, but is not necessarily limited to, the following:

- Existing wall demolition.
- Installation of concrete curb (cap).
- Excavation for and installation of concrete footing.
- Installation of four hundred and sixty-five (465) feet of fence with screening.
- Installation of twenty-eight (28) feet of CMU wall and footing.
- Installation of a new gate and gate operator and controls.

The above tasks will be completed in accordance with drawings, notes, and specifications provided to the Contractor by the District.

- **5.2 TIME OF PERFORMANCE:** The Contractor is to commence upon execution and receipt of this Contract by, and receipt of written Notice to Proceed from, the District, and shall be undertaken and completed by September 30, 2021.
- **5.3 COMPENSATION:** The Contractor shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event, shall total compensation exceed the contract amount without the District's prior written approval.

Said amount shall be paid upon submittal of a monthly billing showing tasks completed and materials provided during the preceding billing period.

If the Work is halted at the request of the District, compensation shall be based upon the proportion that the work performed bears to the total work required by the Contract.

- **5.4 TERMINATION:** This Contract may be terminated, without cause, at any time by the District upon thirty (30) days' written notice. In the event of any such termination, the Contractor shall be compensated as provided for in this Contract. Upon such termination, the District shall be entitled to all work created pursuant to this Contract.
- **5.5 CHANGES:** The District or Contractor may, from time to time, request changes in the scope of the contract to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation and/or changes in the schedule must be authorized in advance by the District in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract.
- **5.6 PROPERTY OF DISTRICT:** It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the District, and the Contractor shall have no property right therein whatsoever.
- **5.7 WARRANTY:** Contractor warrants that it has the expertise or has experts available to help in the preparation of services as set forth in the contract in a manner consistent with generally accepted standards of Contractor's profession. Contractor further warrants that it will perform said services in a legally-adequate manner in conformance with all applicable Federal, state and local laws and guidelines.

Should any failure of the work occur within a period of one year from the date of acceptance of the project by the District due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his expense and to the satisfaction of the District.

**5.8 SUBCONTRACTING:** None of the services covered by this Contract shall be subcontracted without the prior written consent of the District. Contractor shall be as fully responsible to the District for the acts and omissions of its Contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor.

- **5.9 ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation without the prior written consent of the District. Provided, however, that claims for money due or to become due Contractor from the District under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the District.
- **5.10 PREVAILING WAGES:** Pursuant to Section 1773, and following, of the California Labor Code, the Contractor and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for all work performed on site.
- **5.11 SAFETY:** The Contractor shall be responsible for providing, initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site, including the public, as required by U.S. OSHA and Cal OSHA.
- **5.12 PROTECTION OF WORK AND PROPERTY:** The Contractor shall employ such means and methods to adequately protect the District, and other public and private property against damage. In the event of damage to such property, Contractor shall immediately restore the property to a condition equal to its original condition and bear all costs thereof. During progress of the work the Contractor shall keep the construction site in a clean and orderly condition.
- **5.13 INDEMNITY AND LITIGATION COSTS:** Contractor shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the [active negligence], sole negligence or willful misconduct of the District.
- **5.14 CONTRACTOR TO PROVIDE INSURANCE:** Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the term and performance of this Contract the policies of insurance specified in Section 7 Exhibit "B", attached hereto and incorporated herein by this reference.
- **5.15 MISCELLANEOUS PROVISIONS:** The Contractor shall designate a project manager who at all times shall represent the Contractor before the District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he is removed at the request of the District or replaced with the written approval of the District.

Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

This Contract and its Exhibits, the Notice to Bidders, the Bid, General Conditions, Special Provisions, Technical Specifications, any Addenda and the Drawings constitute the entire

agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to Contractor.

Executed the day and year first above written, by the parties as follows:

	SOUTH PLACER MUNICIPAL UTILITY DISTRICT	
	By: Herb Niederberger, General Manager	
Attest:		
By: Emilie Costan, Secretary to the Boa	rd	
	Glissman Excavating, Inc. <u>Contractor</u>	
	By:	
	Title:	

Purposely Left Blank

#### **INSURANCE**

#### EXHIBIT 'B'

**INSURANCE REQUIREMENTS** - The successful bidder must provide a current certificate of insurance, naming South Placer Municipal Utility District as also insured. Proof of coverage for the following must be provided within ten (10) business days of notification of award of contract.

#### Limits of Liability:

General Aggregate (Other than products/Completed Operations):	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Limit:	\$1,000,000
Each Occurrence Limit:	\$1,000,000
Fire damage	\$50,000
Medical expense (Any one person)	\$5,000

#### Workers compensation Insurance:

Naming the carrier, who must be authorized to do business in the State of California. The Contractor shall require all subcontractors to maintain adequate Workers Compensation Insurance.

The Contractor shall not allow any subcontractor to commence work on his subcontract until such subcontractor has provided proof of insurance in the same type and amount as specified for the Contractor, or; the Contractor shall provide policies which insures the activities of all his subcontractors to the same extent as his own.

#### 2. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The SOUTH PLACER MUNICIPAL UTILITY DISTRICT, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
  - B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the DISTRICT with respect to any insurance or self-insurance programs maintained by the DISTRICT and no insurance held or owned by the DISTRICT shall be called upon to contribute to a loss."
  - C. "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT."

#### 3. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence. Covered vehicles should include owned, non-owned, and hired automobiles, trucks and equipment.

### **BOND FORMS**

8.1	BOND FOR LABOR AND MATERIAL
KNOW ALL MEN	BY THESE PRESENTS, THAT WE the Contractor in the Contract hereto annexed, as principal, and as surety,
are held and firml	y bound unto the South Placer Municipal Utility District in the sum of
(\$to be made, we b	), lawful money of the United States, for which payment, well and truly ind ourselves, jointly and severally, firmly by these presents.
Signed, sealed ar	nd dated
in the Contract he provender or othe contracted to be of transportation, lake in a good workma in strict conformity work or labor don with respect to su Code, Section 32 in addition to the lefee to be awarded therein rendered. Code and is subject companies and compani	the above obligation is that if said principal, its successors or assigns, as Contractor are above onlies or its subcontractor, fails to pay for any materials, provisions, are supplies, or teams, used in, upon, for or about the performance of the work lone by said Contractor, namely to furnish all tools, equipment, apparatus, facilities, for and material necessary to perform and complete, and to perform and complete nlike manner, the work of <b>SPMUD – Corporation Yard Wall Replacement 2021</b> with the terms and conditions set forth in the Contract hereto annexed, or for any the thereon of any kind or for amounts due under the Unemployment Insurance Actor work or labor, or to make payments to the Franchise Tax Board pursuant to Civil 4SA, or to pay any of the persons named in Civil Code 31S1, said surety will pay basic obligation herein case suit is brought upon this bond, a reasonable attorney's and fixed by the courts, and to be taxed as costs and to be included in the judgment. This bond is executed in accordance with the requirements of Title XV of the Civil act to the provisions thereof, and shall insure to the benefit of any and all persons, corporations entitled to file claims under and by virtue of the provisions of Section Code, or to their assigns; and the said surety, for value received, hereby stipulates to change, extension of time, alteration or addition to the terms of the contract or to formed thereunder or the specifications accompanying the same shall, in any wise, non this bond, and it does hereby waive notice of such change, extension of time, in the work or to the specifications.
APPROVED AS	TO FORM:  CONTRACTOR  (Signature must be Notarized)
	SURETY Attorney-In-Fact (Signature must be Notarized)
Address of Surety	

Bond Forms 1 of 2

KNOW ALL MEN BY THESE PRESENTS, THAT WE	<u></u>
	r in the Contract hereto annexed, as principal,
and	as surety,
are held and firmly bound unto the South Placer Mun	
/h	Dollars
	nited States, for which payment, well and truly
to be made, we bind ourselves, jointly and severally,	armly by these presents.
Signed, sealed and dated	
The condition of the above obligation is that if said annexed shall faithfully perform each and all of the chim, and shall furnish all tools, equipment, apparatus other than material, if any, agreed to be furnished by the and to perform and complete in a good workmat performance of the work for a period of one year follof, <b>SPMUD – Corporation Yard Wall Replacement</b> conditions set forth in the contract hereto annexed, acceptance of the project, then this obligation shall be and effect; and the said surety, for value received, hextension of time, alteration or addition to the terms thereunder or the specifications accompanying the standard to the terms of the contract or to the work or addition to the terms of the contract or to the work or surety further agrees in case suit is brought upon the	conditions of said contract to be performed by a facilities, transportation, labor, and material, ne District, necessary to perform and complete, nlike manner, and to guarantee acceptable owing the acceptance of the project, the work at 2021, in strict conformity with the terms and and after a period of one year following the enull and void, otherwise to remain in full force nereby stipulates and agrees that no change, of the contract or to the work to be performed ame shall, in any wise, affect its obligation on such change, extension of time, alteration or to the specifications.
Surety further agrees in case suit is brought upon thi obligation herein, a reasonable attorney's fee to be avas costs, and to be included in the judgment therein r	varded and fixed by the Court, and to be taxed
APPROVED AS TO FORM:	CONTRACTOR/TITLE
	(Signature must be Notarized)
	(Oignature must be Notanzeu)
	SURETY Attorney-In-Fact
	(Signature must be Notarized)
Address of Surety	

Bond Forms 2 of 2

#### **GENERAL CONDITIONS**

- **9.1 GENERAL DESCRIPTION OF WORK:** This work includes the demolition of approximately four hundred and sixty-five (465) feet of existing CMU block wall, construction of four-hundred and sixty-five (465) feet of fence with screening and a vehicular slide gate system. Contractor shall provide all labor, equipment, materials and incidentals required to construct and complete, in a good and workmanlike manner, all work to provide a complete and useable facility, as designed and approved by the District. The work is to include, but is not necessarily limited to, the following:
  - Existing wall demolition.
  - Installation of concrete curb (cap).
  - Excavation for and installation of concrete footing.
  - Installation of four hundred and sixty-five (465) feet of fence with screening.
  - Installation of twenty-eight (28) feet of CMU wall and footing.
  - Installation of a new gate and gate operator and controls.
- **9.2 LOCATION OF WORK:** The Project is located at 5807 Springview Drive in Rocklin, California.
- **9.3 TIME OF COMPLETION:** Time is of the essence, the Contractor has until September 30, 2021 to complete this project.
- **9.4 POINT OF CONTACT (POC):** The following District personnel are available to this project:

Name:	Capacity/Title:	Phone No:
Carie Huff	Owner's Representative	(916) 786-8555
Emilie Costan	Payments	(916) 786-8555
To be Named	Inspector	(916) 786-8555

The District Engineer, or her duly appointed representative, is the project manager for this District project and is the Contractor's primary POC. Additional contact information:

Carie Huff Project Manager
Phone: (916) 786-8555
FAX: (916) 786-8553
E-mail: chuff@spmud.ca.gov

Address: 5807 Springview Drive, Rocklin, CA 95677

9.5 CONTRACT BONDS: The Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship will be free from original or developed defects. The Contractor shall also provide, at the time of execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. The Contractor shall maintain the Payment Bond in full force and effect until the District accepts the work and until all claims for materials and labor are paid, and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to the District Counsel. Section 10, Appendix contains Bond forms acceptable to the District

**9.6 DISPUTE RESOLUTION:** In the event of any dispute between the Contractor and the District regarding payment for or prosecution of the work, the Contractor shall not stop the work but will prosecute the work to completion in the manner directed by the District. All claims for extension of time or payment of money of three hundred seventy five thousand dollars (\$375,000) or less shall be resolved pursuant to the provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with section 20104), unless the Contractor and the District agree in writing to a different manner of resolution; provided, however, the District may elect to utilize the dispute resolution procedures as provided in Article 7.1 of Chapter 1 of Part 2 of the Public Contract Code (commencing with section 10240) by providing the Contractor with a notice of such election prior to the issuance of the final contract payment.

The Contractor shall certify at the time of submission of a claim as follows:

I certify under penalty of perjury under the laws of the State of California that the claim
submitted herewith is made after a good faith investigation of the facts, that the supporting
data are accurate and complete and that the amount requested accurately reflects the monies due for work performed under the Contract for which the District is liable.

By:	
-	(Contractor's signature)

Any litigation arising out of this Contract shall be brought in the Superior Court of Placer County, and the Contractor hereby waives the removal provisions of section 394 of the Code of Civil Procedure.

- **9.7 SOUND CONTROL REQUIREMENTS:** Sound control shall be in conformance with the local governing authority.
- **9.8 PRE-CONSTRUCTION MEETING:** Prior to commencing work, a pre-construction meeting will be held for the purpose of discussing with the Contractor the scope of work, plans, specifications, existing conditions, and all essential matters pertaining to the prosecution and the satisfactory completion of this project. The Contractor's representative at this meeting shall include the job Superintendent and the on-site Supervisor, who will be directly involved in the work, or who shall oversee and direct the work of other contracted staff.
- **9.9 CONTRACT WORKING HOURS:** Contract working hours shall be limited to 7:00 A.M. to 4:30 P.M., Monday through Thursday, and 7:00 A.M. to 3:30 P.M. Friday excluding Holidays and weekends unless otherwise approved by the District.
- **9.10 STAGING:** The District will provide a staging area, located at the north/east end of the SPMUD Corporation Yard property, in Rocklin. Any additional areas required by the Contractor shall be his responsibility to provide.
- **9.11 INSPECTION:** All material and equipment will be inspected to ensure compliance with the plans and specification requirements.
- **9.12 ACCEPTANCE:** The District will accept the project upon satisfactory completion of all work as described in the plans and specifications.
- **9.13 PROGRESS PAYMENT INVOICING INSTRUCTIONS:** Upon completion of work or delivery of items, the Contractor is to submit an invoice (in duplicate) to the General Manager or his designated representative for certification of work completed or delivery in satisfactory manner. Progress payments may be made upon submittal of a monthly billing and ten percent (10%) retention of the billed amount. Request for payment must be submitted to the District by the 5<sup>th</sup> day of each month for the prior calendar month's work for verification and approval by the District.

- **9.14 RETENTION / SECURTY:** Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the District to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300, or have the retained, earned monies deposited in an escrow account at a federal or state chartered bank.
- **9.15 OVERTIME:** Contractor shall pay the overtime costs incurred by the District, if any, at the rate designated on the adopted District Fee Schedule. For District employees, the regular work day starts at 7:00 AM M-F and ends at 4:30 PM Monday Thursday and 3:30 PM on Friday.

#### SPECIAL PROVISIONS

**10.0 REFERENCED STANDARDS AND CODES:** The Standards and Codes applicable to the work to be constructed include, but are not limited to the following:

**<u>DISTRICT STANDARD SPECIFICATIONS</u>**: The Standard Specifications and Improvement Standards for Sanitary Sewers of the South Placer Municipal Utility District, latest edition.

**STATE STANDARD SPECIFICATIONS:** The 2006 edition of the Standard Specifications of the State of California, Department of Transportation. Reference is made to Section 1 of the State Standard Specifications for other pertinent definitions.

<u>MANUFACTURER'S SPECIFICATIONS:</u> The specifications for materials, design, installation, preparation, etc., for the products involved in this work.

**10.1 DEFINITIONS AND TERMS:** Whenever the following underlined terms (or similar) are used in the Codes or Standards, or in any documents or instruments where the Codes and Standards govern, the following terms or pronouns in place of them are used, with the intent and meaning to be interpreted as follows:

Agency/State/Owner: **DISTRICT**: The South Placer Municipal Utility District (SPMUD).

Engineer/Architect: GENERAL MANAGER: The General Manager of South Placer

Municipal Utility District or his duly designated District

representative.

**10.2 SPECIAL CONDITIONS:** Provide all work and materials in full accordance with the latest rules and regulations of the California Administrative Code, OSHA requirements, the latest editions of the Standard Specifications and Codes, and all other applicable laws or regulations.

Furnish without extra charge any additional material or labor required to comply with these rules and regulations, whether shown, specified or not. In the event these Specifications require materials of greater weight, quality or quantity than indicated by Plan or Code requirements, the Specifications shall apply.

All work under this contract shall be typically performed to achieve the highest standard of each and every trade involved whether directly specified or not.

- **10.3 MATERIALS, SERVICES AND FACILITIES:** Except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities necessary to complete and deliver the work within the time specified.
- **10.4 SHOP DRAWINGS:** The Contractor shall provide shop drawings to the District for approval as required for the proper prosecution of all aspects of the work.
- **10.5 SUBMITTALS:** The Contractor shall prepare and submit the following plans for review and approval by the District:
  - A. Securing the corporation yard during fence construction.
  - B. Coordinating District traffic during business hours.

#### **10.6 PERMITS:**

The Contractor shall obtain an Encroachment Permit from the governing agency whose jurisdiction the work is to be performed:

#### City of Rocklin

Department of Public Services 4081 Alvis Court Rocklin, CA 95677 (916) 625-5500

Encroachment Permits shall be maintained on the job-site, and a copy provided to the District prior to start of work.

The Contractor shall obtain a Building Permit from the governing agency whose jurisdiction the work is to be performed:

#### City of Rocklin

Building Division 3970 Rocklin Road Rocklin, CA 95677 (916) 625-5120

The Building Permit shall be maintained on the job-site, and a copy provided to the District prior to start of work.

#### Water Use:

Should water be necessary, contact Placer County Water Agency to obtain a Hydrant Meter Permit.

#### **Placer County Water Agency**

114 Ferguson Road Auburn, CA 95604 (530) 823-4850

Hydrant Meter permit shall be maintained on the job-site, and a copy provided to the District prior to use.

- **10.7 PRE-BID MEETING:** A <u>non-mandatory</u> pre-bid meeting will be held on March 9, 2021 at 10:00 AM at the District Offices 5807 Springview Drive, Rocklin, CA 95677. All prospective bidders should familiarize themselves with the work area and the general bidding procedures for this project.
- **10.8 REGULATORY COMPLIANCE**: The Contractor shall provide all appropriate safety equipment required by U.S. OSHA and Cal OSHA for traffic control. Evidence of training for <u>Traffic Control</u> shall be submitted to the District for their records at the time the contact is awarded.

The District shall stop work activities in the event that inappropriate safety equipment and traffic control devices are not in use or safety procedures outlined in these Special Provisions, the District Standard Specifications, the State Standard Specifications, and as required by federal and state OSHA and State Labor Code are not adhered to. Work stoppage under these circumstances shall not be considered billable to the District.

**10.9 TRAFFIC CONTROL:** Traffic control requirements shall be dictated by encroachment permit issued by the local governing agency. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

Contractor is responsible to familiarize themselves with the project location and any site conditions affecting traffic control. Contractor is encouraged to attend the Pre-Bid meeting, which will include a site walk. Labor and equipment used for traffic control operations shall be provided by the Contractor and included into the contracted (unit cost) pricing.

**10.10 EXISTING UTILITIES:** The Contractor is hereby notified that prior to commencing construction, he is responsible for contacting all utility companies for verification at the construction site of the locations of all underground facilities that may conflict with the placement of the improvements shown on the plans. The Contractor shall call "Underground Service Alert" at 811 forty-eight (48) hours before any excavation is started. Reference Note 10 on sheet G3 of the project drawings for additional information on utilities and the Contractor's responsibility.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workmen and the public.

- **10.11 CLEAN UP:** Work sites shall be maintained in a clean and orderly manner throughout project in so far as possible. At the end of each workday, work sites shall be returned, at a minimum, to their pre-construction condition.
- **10.12 MOBILIZATION/DEMOBILIZATION:** As stated in the Bid Schedule, note a, Mobilization and Demobilization shall be paid only one time for project. Should the contractor mobilize and begin work and have to discontinue work for a period of time, the contractor shall provide written notice to SPMUD five (5) working days in advance of stop of work. A written notice shall be provided to SPMUD five (5) working days in advance of when the contractor elects to return to the project site to continue the work.

#### **MEASUREMENT AND PAYMENT**

#### 11.0 GENERAL:

- A. Payment will be made at the price for each item listed on the bidding form as provided in the General Conditions.
- B. All Work required by the Contract, Project Drawings, and Specifications not otherwise used as a separate bid time, shall be considered as included in the process of the bid, and no additional compensation will be made.

#### 11.1 SCHEDULE OF COSTS FOR PAYMENTS:

- A. Submit to the District within 15 days of award, five (5) copies of a Schedule of Costs. The Schedule of Costs shall be a form showing a detailed breakdown of quantities and process of work and materials required to perform and complete the contract.
- B. Acceptance of the Schedule of Costs by the District shall not relieve the Contractor of the responsibility of performing all work needed to complete the project at the lump-sum bid price.

#### 11.2 DEFINITION OF BID ITEMS

- A. Definition of Bid Item Quantities:
  - 1. Lump Sum (LS) The bid amount for performing all related and/or required work to complete item in question.
  - 2. Cubic Yard (CY) The bid amount for the volumetric area of an item of work measured in its final placed condition.

#### 11.3 DESCRIPTION OF BID ITEMS

- A. Item 1, Mobilization/Demobilization (LS): Mobilization and Demobilization shall consist of preparatory work and operation, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the removal of the existing block wall and for all other work and operation which must be performed, or costs included, prior to beginning the work included in the project drawings.
  - 1. Measurement and Payment: Mobilization and Demobilization shall be paid only one time for project. Should the contractor mobilize and begin work and have to discontinue work for a period of time, the contractor shall provide written notice to SPMUD five (5) working days in advance of stop of work. A written notice shall be provided to SPMUD five (5) working days in advance of when the contractor elects to return to the project site to continue the work.
- B. Item 2, Wall Demolition (LS): Wall Demolition shall include all work required to demolish the existing block wall, gate and all appurtenances, including disposing of materials off-site at an appropriate location (reference Sheet D-1).
  - 1. Measurement and Payment: Wall Demolition shall be paid a percentage of lump sum amount equal to percent completion, as approved and accepted by the District.

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C. Item 3, Concrete Curb (Cap) (LS): Concrete Curb (Cap) shall include all labor, materials, equipment and supplies required to construct the concrete curb (reference Sheet S-1).

- 1. Measurement and Payment: Concrete Curb (Cap) shall be paid a percentage of lump sum amount equal to percent completion, as approved and accepted by the District.
- D. Item 4, Concrete Footing and Installation (CY): Concrete Footing and Installation shall include all labor materials, equipment and supplies required to construct and install the concrete footing as described in the project drawings.
  - 1. Measurement and Payment: Concrete Footing and Installation shall be paid for the volume in cubic yards (CY) as approved and accepted by the District.
  - 2. No adjustment to the Contract bid prices will be made for any increase or decrease in the quantities for this bid item.
- E. Item 5, Footing Excavation (CY): Footing Excavation shall include all labor materials, equipment and supplies required to excavate for the footing described in the project drawings.
  - 1. Measurement and Payment: Footing Excavation shall be paid for the volume in cubic yards (CY) as approved and accepted by the District.
  - 2. No adjustment to the Contract bid prices will be made for any increase or decrease in the quantities for this bid item.
- F. Item 6, Fencing/Screening and Installation (LS): Fencing/Screening and Installation shall include all labor materials, equipment and supplies required to construct the fencing/screening as described in the project drawings.
  - 1. Measurement and Payment: Fencing/Screening and Installation shall be paid a percentage of lump sum amount equal to percent completion as approved and accepted by the District.
- G. Item 7, CMU Wall and Footing (LF): CMU Wall and Footing shall include all labor materials, equipment and supplies required to construct the CMU wall and footing as described in the project drawings.
  - 1. Measurement and Payment: CMU Wall and Footing shall be paid upon actual length of CMU wall and footing constructed as approved and accepted by the District.
  - 2. No adjustment to the Contract bid prices will be made for any increase or decrease in the quantities for this bid item.
- H. Item 8, New Gate (LS): New Gate shall include all labor materials, equipment and supplies required to construct the new gate as described in the project drawings.
  - 1. Measurement and Payment: New Gate shall be paid a percentage of lump sum amount equal to percent completion as approved and accepted by the District.
- I. Item 9, Gate Operator and Controls (LS): Gate Operator and Controls shall include all labor materials, equipment and supplies required to construct the new gate as described in the project drawings.
  - Measurement and Payment: Gate Operator and Controls shall be paid a percentage of lump sum amount equal to percent completion as approved and accepted by the District.

# SPMUD Corporation Yard Wall Replacement Project Drawings

# SOUTH PLACER MUNICIPAL UTILITY DISTRICT



SUBSTANTIAL COMPLIANCE APPROVAL

These plans are hereby approved subject to the following

# CORPORATION YARD WALL REPLACEMENT

Prior to any construction activity SPMUD shall obtain appropriate Building Permit(s) from the City.

**VOLUME 1 - DRAWINGS** 

All masonry wall segments and pilasters shall utilize split face CMU block facing the street.

The existing Photinia plantings along the street shall be trained and allowed to grow to approximately the same height as the

SOUTH PLACER MUNICIPAL UTILITY DISTRICT 5807 SPRING VIEW DRIVE ROCKLIN, CA 95677 (916) 786-8555

**DRAWING INDEX** 

TITLE

fence to provide for additional visual screening.

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	4	G-4	STRUCTURAL NOTES
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	7	C-1	PLAN
	8	C-2	LAYOUT PLANS
	9	C-3	CMU WALL PLAN AND PROFILE
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		STANDARD	
		DETAILS	
	13	SD-1	STANDARD DETAILS

SHEET TITLE



**LOCATION MAP** 

Planning Services Manger 12/17/201 BRACE RD ROCKLIN RD ROCKLIN PROJECT 2 ROSEVILLE **VICINITY MAP** 

APPROVED FOR CONSTRUCTION BY DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT

APPROVED FOR CONSTRUCTION BY:	
	DATE:
SOUTH PLACER MUNICIPAL UTILITY DI	ISTRICT
MR HERB NIEDERBERGER - GENERAL	MANAGER

**DECEMBER 2019** 100% SUBMITTAL



FOR MORE INFORMATION PLEASE CONTACT:

MIKE FISHER, P.E. (916) 780-2888 EXT. 401



COL

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CONT

COLUMN CONCRETE

CONNECTION

CONTINUOUS

CONTRACTOR

COORDINATE

CUBIC YARD

DEGREE

DIAMETER DUCTILE IRON PIPE

DEAD LOAD

DRAWING

DRIVEWAY

**EXISTING** 

ELECTRIC

END OF CURVE

ELEVATION

ELBOW

EDGE OF GUTTER

EDGE OF CONCRETE

EDGE OF PAVEMENT

EDGE OF WATER

FLUSHING BRANCH

FINSHED FLOOR

FINISHED GRADE

FIRE HYDRANT

FLOW LINE

FLANGE

EXCAVATION

**EXTERIOR** 

FACH

DRAIN

CONTROL POINT

TREE: DECIDOUS

CORRUGATED METAL PIPE

CORRUGATED STEEL PIPE

DIAMETER AT BREAST HEIGHT

CONSTRUCTION

# @	POUNDS, NUMBER	FMJA	FLANGE MECHANICAL JOINT ADAPTER
AB	AGGREGATE BASE	FND	FOUNDATION
AC	ASPHALT CONCRETE	FOB	FACE OF BLOCK
ACP	ASPESTOS CEMENT PIPE	FOC	FACE OF CURB
		FRP	FIBER REINFORCED PLASTIC
AFF	AMERICAN COULTY OF TESTING	FT	FOOT, FEET
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS	FTG	FOOTING
вс	BEGINNING OF CURVE	G	GAS
BD	BOARD	GA	GAUGE
BDRY	BOUNDARY	GALV	GALVANIZED

	AND MATERIALS		
BC	BEGINNING OF CURVE	G	GAS
BD	BOARD	GA	GAUGE
BDRY	BOUNDARY	GALV	GALVANIZED
BF	BOTTOM OF FOOTING	GM	GAS METER
BLK	BLOCK	GP	GUY POLE
BM	BENCH MARK	GR	GRADE
BOC	BACK OF CURB	GYP	GYPSUM
С	CHANNEL	HB	HOSE BIB
C&G	CURB AND GUTTER	HC	HANDICAP
CB	CATCH BASIN	HDR	HEADER
CCO	CONTRACT CHANGE ORDER	HORIZ	HORIZONTAL
CCR	CALIFORNIA CODE OF REGULATIONS	HT	HEIGHT
CCS	CEMENT COATED STEEL	ID	INSIDE DIAMETER
CF	CURB FACE, CUBIC FOOT	INV	INVERT
CGI	CURRY GROUP INTL.	JP	JOINT POLE
CL	CLEARANCE OR CENTERLINE	JT	JOINT
CLF	CHAIN LINK FENCE	LIP	LIP OF GUTTER
CLR	CLEAR	LB	POUND
CMU	CONCRETE MASONRY UNIT	LF	LINEAR FOOT
CO	CLEANOUT (SEWER)	LS	LUMP SUM, LIFT STATIO

	FND	FOUNDATION		
	FOB	FACE OF BLOCK	SPMUD	
	FOC	FACE OF CURB		DISTRICT
	FRP	FIBER REINFORCED PLASTIC	SQ	SQUARE
	FT	FOOT, FEET	SS	SANITARY SEWER
	FTG	FOOTING	SSMH	SANITARY SEWER MANHOLE
	G	GAS	STA	STATION
	GA	GAUGE	STD	STANDARD
	GALV	GALVANIZED	STL	STEEL
	GM	GAS METER	STRUC	
	GP	GUY POLE	SVC	SERVICE
	GR	GRADE	SW	SIDEWALK
	GYP	GYPSUM	SY	SQUARE YARD
	НВ	HOSE BIB	Т	TELEPHONE
	HC	HANDICAP	TOE	TOE OF SLOPE
	HDR	HEADER	TOP	TOP OF SLOPE
	HORIZ	HORIZONTAL	TBR	TO BE REMOVED
NS	НТ	HEIGHT	TBC	TOP BACK OF CURB
	ID	INSIDE DIAMETER	TBW	TOB BACK OF WALK
	INV	INVERT	TRW	TOP OF RETAINING WALL
	JP	JOINT POLE	TYP	TYPICAL
	JT	JOINT	UG	UNDERGROUND
	LIP	LIP OF GUTTER	USA	UNDERGROUND SERVICE ALERT
	LB	POUND	UTIL	UTILITY
	LF	LINEAR FOOT	VB	VALVE BOX
	LS	LUMP SUM, LIFT STATION	VCP	VITRIFIED CLAY PIPE
	MAX	MAXIMUM	VERT	VERTICAL
	MH	MANHOLE	W	WATER
	MIN	MINIMUM	WAS	WASTE ACTIVATED SLUDGE
	MISC	MISCELLANEOUS	WD	WOOD FENCE OR WETLAND
	MJ	MECHANICAL JOINT	WF	WIRE FENCE
	MKR	MARKER	WI	WROUGHT IRON FENCE
	MON	MONUMENT	WIL	TREE: WILLOW
	MS	MOTION SENSOR	WM	WATER METER
	(N)	NEW	WV	WATER VALVE
	NG	NATURAL GRADE		
	NTS	NOT TO SCALE		
	OC	ON CENTER		
	OD	OUTSIDE DIAMETER		
	OG	ORIGINAL GROUND		
	OH	OVERHEAD		
	OHW	OVERHEAD WIRE (ELEC & TEL)		

OUT SIDE AIR

EASEMENT

TREE: PINE

PROPERTY LINE

POWER POLE

RIGHT OF WAY

RETAINER GLAND

SHELF AND POLE

STORM DRAIN

**RADIUS** 

SLOPE

PLAN AND PROFILE

PROPERTY CORNER

PORTLAND CEMENT CONCRETE

PLACER COUNTY WATER AGENCY

POLYETHYLENE OR PERMANENT

PACIFIC GAS & ELECTRIC

POUNDS PER SQUARE INCH

PUBLIC UTILITY EASEMENT

POLYVINYL CHLORIDE

RELATIVE COMPACTION

TREE: REDWOOD OR REDUCER

REINFORCED OR REINFORCEMENT

P&P

PC

PCC

PΕ

PG&E

PIN

PL

PP

PSI

PUE

PVC

R/W

RC

RED

REINF

RG

S

S&P

SD

R

PCWA

SF

SIM

SQUARE FOOT

SIMILAR

#### **LEGEND**

NEW

EXISTING

⑤	- SANITARY SEWER MANHOLE
	- TRAFFIC SIGN
$\triangle$	- CONTROL POINT
<b>⊕</b> B#	- GEOTECHNICAL BORE HOLE
SD	- STORM DRAIN LINE
ss	- SANITARY SEWER LINE
	- EXST EASEMENT LINE
RW	- RIGHT-OF-WAY LINE
PL	- PROPERTY LINE
CA	- CONSTRUCTION ACCESS LINE
ESA	- ENVIRONMENTALLY SENSITIVE AREA LIMITS (APPROXIMATE)
xxxx	- CHAIN LINK FENCE
	- SLOPED EMBANKMENT
	- EDGE OF PAVEMENT
••••••	- ABANDONED LINE
	- DEMOLISH

#### DISCIPLINE

LETTER	DISCIPLINE
G	GENERAL
С	SITE CIVIL AND DETAILS
D	DEMOLITION
S	STRUCTURAL

#### NOTES:

- 1. CONTACT ENGINEER FOR ABBREVIATIONS NOT LISTED.
- 2. EXISTING PIPING, EQUIPMENT, AND TOPOGRAPHY IS SHOWN SCREENED AND/OR LIGHT-LINED. NEW PIPING, EQUIPMENT, STRUCTURE, AND FINISHED GRADE IS SHOWN HEAVY-LINED.
- 3. THIS IS A STANDARD LEGEND SHEET. THEREFORE, SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND MAY NOT BE UTILIZED ON THIS PROJECT.



WATERWORKS



SOUTH PLACER MUNICIPAL UTILITY DISTRICT WALL REPLACEMENT

ABBREVIATIONS AND LEGEND

GENERAL

DECEMBER 2019 PROJECT NUMBER G-2 SHEET NUMBER 2



- 3. ALL CONSTRUCTION SHALL CONFORM TO THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT (SPMUD) STANDARD SPECIFICATIONS AND THE CONTRACT DOCUMENTS. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS SHALL BE PER THE CALTRANS STANDARD SPECIFICATIONS. ORDER OF PRECEDENCE AMONG THE CONTRACT DOCUMENTS IS FURTHER DEFINED AS FOLLOWS:
  - a. CONTRACT/AGREEMENT AND BID PROPOSAL
  - b. SPECIAL PROVISIONS
  - c. CONTRACT SPECIFICATIONS (TECHNICAL SPECIFICATIONS)
  - d. CONTRACT DRAWINGS (DRAWINGS OR PLANS)
  - e. FIELD INSTRUCTIONS OR OTHER WRITTEN DIRECTIVES
    f. GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS
  - 3. SOUTH PLACER MUNICIPAL UTILITY DISTRICT SANITARY SEWER CONSTRUCTION STANDARDS
  - n. CALTRANS 2010 STANDARD SPECIFICATIONS
- 4. CONTRACTOR SHALL COORDINATE ALL WORK WITH SPMUD, AND CITY OF ROCKLIN WHEN WORKING WITHIN THEIR JURISDICTION.
- ALL LENGTHS AND DISTANCES BETWEEN STRUCTURES ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE ALONG A HORIZONTAL PLANE.
- ELEVATIONS OF THE PROPOSED FENCING AND WALL DEMO ARE APPROXIMATE. CONTRACTOR SHALL SURVEY ALL ELEVATIONS AS APPROPRIATE.
- MINOR CHANGES IN THE HORIZONTAL AND VERTICAL ALIGNMENT OF THE FENCING MAY BE PROPOSED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR APPROVAL TO FACILITATE CONSTRUCTION AND AVOID FIELD CONFLICTS.
- 8. NO SURVEY DATA IS PROVIDED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS OR MARKERS DURING CONSTRUCTION.
- LOCATIONS OF EXISTING SHOWN LITH ITIES ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE SIZE, DEPTH, ORIENTATION, MATERIAL AND LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION AND SUBMIT THIS INFORMATION TO THE ENGINEER. THE CONTRACTOR SHALL TAKE WHATEVER STEPS ARE NECESSARY TO PROVIDE FOR THE PROTECTION OF EXISTING UTILITIES. THE ENGINEER HAS ATTEMPTED TO LOCATE AND INDICATE ALL EXISTING FACILITIES ON THE PLANS; HOWEVER, THIS INFORMATION IS SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THE ENGINEER OR SPMUD ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS OF UTILITIES SHOWN OR NOT SHOWN. PRIOR TO DIGGING ON AND OFF SITE, CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BY CALLING "UNDERGROUND SERVICE ALERT" ("USA") 1-800-227-2600 TWO (2) DAYS MINIMUM TO FOURTEEN (14) DAYS MAXIMUM BEFORE BEGINNING ANY EXCAVATION. THE CONTRACTOR SHALL CONTACT ANY UTILITY COMPANY WHOSE UTILITIES ARE NOT LOCATED BY "USA" FOR EXACT LOCATION OF THEIR UTILITIES PRIOR TO STARTING CONSTRUCTION. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND/OR REPLACE ANY AND ALL DAMAGE MADE TO UTILITIES BY THE CONTRACTOR TO EXISTING CONDITIONS AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COORDINATE WORK WITH CONFLICTING UTILITIES AND PROVIDE FOR REMOVAL, RELOCATION AND REPLACEMENT AS NECESSARY FOR INSTALLATION OF THE PROPOSED SEWER. UTILITY COORDINATION SHALL BE INCLUDED IN THE PROJECT SCHEDULE AND IT IS THE EXPLICIT RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT THE PROJECT SCHEDULE INCLUDES THE NECESSARY RELOCATION. THE CONTRACTOR SHALL NOT BE PAID ADDITIONALLY FOR THIS COORDINATION OR ANY RELOCATION.
- 11. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SHOULD ANY FIELD CONDITIONS BE ENCOUNTERED THAT VARY FROM THE INFORMATION PROVIDED IN THE CONTRACT DOCUMENTS.
- 12. LIMITS OF PAVEMENT REMOVAL AND RECONSTRUCTION SHALL BE IN ACCORDANCE WITH SPMUD STANDARDS AND AS MODIFIED HEREIN. THE ASPHALT CONCRETE ALONG THE EDGES OF THE TRENCH SHALL BE SAWCUT AND REMOVED TO A STRAIGHT LINE PRIOR TO FINAL PAVING. EXPOSED VERTICAL EDGES WHICH WILL HAVE ASPHALT CONCRETE AGAINST THEM SHALL BE TACKED WITH EMULSION PRIOR TO PLACEMENT OF ASPHALT CONCRETE. IN NO CASE SHALL THE THICKNESS OF THE NEW PAVEMENT SECTION BE LESS THAN THAT OF THE EXISTING PAVEMENT.
- 13. CURBS, CONCRETE DRIVEWAYS AND SIDEWALKS SHALL BE REPLACED TO THE FIRST EXPANSION JOINT BEYOND THE TRENCH EXCAVATION LIMITS AND TO THE FULL WIDTH. CURBS AND CONCRETE DRIVEWAYS SHALL MATCH EXISTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY CURBS, CONCRETE DRIVEWAYS AND SIDEWALKS DAMAGED OR DEEMED HAZARDOUS BY THE PROJECT INSPECTOR AS A RESULT OF EXECUTION OF PROJECT WORK.
- 14. STRIPING, MARKINGS, ETC. DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO SPMUD PRIOR TO COMPLETION OF PROJECT.
- 15. THE CONTRACTOR SHALL REMOVE AND REINSTALL ALL EXISTING FENCE AS REQUIRED. ANY ADDITIONAL FENCE MATERIALS REQUIRED SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO SPMUD. REPLACED FENCE SHALL MATCH EXISTING FENCE TYPE.
- 16. CARE SHALL BE TAKEN TO PROTECT EXISTING PLANTS, SHRUBS, TREES, LAWN, LANDSCAPE AREAS AND IRRIGATION SYSTEMS. ANY ITEMS REMOVED OR DAMAGED SHALL BE REPLACED. ALL ITEMS WHICH REQUIRE REMOVAL OR ARE DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPLACED TO ORIGINAL CONDITION AND TO THE APPROVAL OF THE ENGINEER.
- 17. ADVISORY SIGNS SHALL BE POSTED 10 DAYS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
- 8. ALL NON-APPLICABLE SIGNS SHALL BE COVERED WITH BLACK PLASTIC OR REMOVED.

- 19. ALL MATERIAL CLEARED AND GRUBBED BY THE CONTRACTOR IN ORDER TO CONSTRUCT THE WORK, SUCH AS TREES, VEGETATION, FENCING, ETC., SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF OFF-SITE AT AN APPROVED DISPOSAL SITE.
- 20. THE CONTRACTOR SHALL MAINTAIN A MEANS FOR INGRESS/EGRESS AT ALL TIMES.
- 21. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION SURVEYING. ANY EXISTING SURVEY STAKES SHALL NOT BE USED BY THE CONTRACTOR.
- 22. THE EXISTING VEGETATION OUTSIDE OF THE CONSTRUCTION ACCESS SHALL BE PROTECTED FROM DAMAGE.
- 23. ALL CONSTRUCTION ACTIVITY SHALL BE LIMITED TO THE CONSTRUCTION LIMITS AS SHOWN ON PLANS OR WITHIN PUBLIC ROW.
- 24. THE CONTRACTOR SHALL RESTORE ALL ACCESS ROADS, DRIVEWAYS, SIDEWALKS, BIKE PATHS, AND STREETS WITHIN THE CONSTRUCTION ACCESS AND ACCESS ROUTES UTILIZED DURING THE PROJECT TO PRE-CONSTRUCTION CONDITIONS
- 25. LANE AND SHOULDER CLOSURES ON ANY ROAD SHALL BE IN ACCORDANCE WITH THE CITY OF ROCKLIN
- 26. ALL TRENCHING AND BACK FILLING SHALL BE IN ACCORDANCE WITH SPMUD STANDARDS AND AS MODIFIED IN THE CONSTRUCTION DETAILS ELSEWHERE IN THE PLANS AND TECHNICAL SPECIFICATIONS. TRENCH BACKFILL SHALL BE MECHANICALLY COMPACTED. TRENCHES SHALL BE CLOSED OR COVERED AT THE END OF THE WORK DAY.
- 27. FOR ALL TRENCHING EXCAVATIONS 5 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF INDUSTRIAL RELATIONS PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
- 28. THE CONTRACTOR SHALL PERMANENTLY PATCH PAVEMENT FOR ALL PARALLEL PAVEMENT DISTURBANCES BY THE END OF EACH WEEK. TEMPORARY STEEL PLATES OR APPROVED EQUAL PATCHES SHALL BE PROVIDED DAILY AND MAINTAINED UNTIL THE PAVEMENT PATCH IS PROVIDED
- 29. THE CONTRACTOR SHALL ONLY ACCESS THE CONSTRUCTION AREAS VIA ROUTES DESIGNATED AS "CONSTRUCTION ACCESS" ON THE PLANS. ACCESS TO CONSTRUCTION AREAS VIA ALTERNATE ROUTES IS PROHIBITED UNLESS CONTRACTOR RECEIVES APPROVAL FROM THE ENGINEER, THE PRIVATE OWNER AND/OP CITY.
- 30. CONTRACTOR MUST ACCESS WORK AREAS THROUGH PUBLICLY OWNED RIGHT-OF-WAY (R/W) IN ACCORDANCE WITH THE APPROPRIATE ENCROACHMENT PERMIT, SPMUD EASEMENTS, OR THROUGH ACCESS POINTS DELINEATED ON THE PLANS WHERE PUBLIC RIGHT-OF-WAY IS NOT AVAILABLE.
- 31. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES.
- 32. STRUCTURES NOTED IN THE PLANS AS EXISTING SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND ANY DISCREPANCIES NOTED SHALL BE REPORTED TO THE ENGINEER.
- 33. TYPICAL DETAILS AND SCHEDULES INDICATED MAY NOT BE SPECIFICALLY REFERENCED ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE WHERE EACH TYPICAL DETAIL OR SCHEDULE APPLIES. IF LOCATIONS ARE FOUND WHERE NO TYPICAL DETAIL, TYPICAL SCHEDULE, OR SPECIFIC DETAIL APPLIES. THE ENGINEER SHALL BE NOTIFIED.
- OBSERVATION VISITS (SITE VISITS) BY REPRESENTATIVES OF THE COUNTY, CITY OR SPMUD DO NOT INCLUDE INSPECTION OF CONSTRUCTION MEANS AND METHODS. OBSERVATIONS ARE PERFORMED SOLELY FOR THE PURPOSE OF DETERMINING IF THE CONTRACTOR UNDERSTANDS DESIGN INTENT SHOWN IN THE CONTRACT DRAWINGS. OBSERVATIONS DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND ARE NOT TO BE CONSTRUED AS SUPERVISION OR VERIFICATION OF CONSTRUCTION.
- ALL SPECIFICATIONS AND CODES NOTED SHALL BE THE LATEST APPROVED EDITIONS AND REVISIONS BY THE AGENCY HAVING JURISDICTION OVER THIS PROJECT.
- 6. CONTRACTOR SHALL INVESTIGATE THE SITE DURING CLEARING AND EARTHWORK OPERATIONS FOR FILLED EXCAVATIONS OR BURIED STRUCTURES SUCH AS CESSPOOLS, CISTERNS, FOUNDATIONS, UTILITIES, ETC. IF ANY SUCH STRUCTURES ARE FOUND, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.

#### CITY OF ROCKLIN GENERAL NOTES

- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY, OWNER OR ENGINEER.
- 2. ALL MATERIALS, METHODS, AND WORKMANSHIP SHALL CONFORM TO THE SPECIFICATION OF THE AGENCIES INVOLVED AND ALL WORK IS SUBJECT THE APPROVAL OF THEIR DIRECTOR OR AUTHORIZED REPRESENTATIVE.
- 3. THE CONTRACTOR SHALL NOTIFY THE CITY OF ROCKLIN PUBLIC SERVICES INSPECTORS MON.-FRI. 8:00 A.M. TO 4:00 P.M. AT (916) 625-5500 FOR A PRE-CONSTRUCTION MEETING 48 HOURS IN ADVANCE OF STARTING ANY CONSTRUCTION ACTIVITIES. PLACER COUNTY WATER AGENCY AND SPMUD REQUIRE AT LEAST 48-HOURS PRIOR TO ANY CONSTRUCTION REQUESTS FOR INSPECTION OF PUBLIC FACILITIES. THEREFORE NOTICE SHALL BE GIVEN 48-HOURS IN ADVANCE AND BE PERFORMED BY THE AGENCY'S DESIGNATED AGENT.
- 4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY ENCROACHMENT PERMITS AND SHALL POSSESS APPROVED PLANS PRIOR TO BEGINNING OF CONSTRUCTION. A SET OF SIGNED AND APPROVED PLANS ARE TO BE ON THE JOB SITE AT ALL I TIMES.
- 5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING PUBLIC AND PRIVATE IMPROVEMENT WITHIN THE WORK AREA AND SHALL ADEQUATELY BARRICADE THE PROJECT SITE TO KEEP THE GENERAL PUBLIC FROM THE SITE. ANY IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY CONTRACTOR.
- 6. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY, WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR ON THE JOB SITE DURING ALL WORKING HOURS.
- 7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND/OR OTHER SURVEY MONUMENTS AND SHALL NOTIFY CITY OF ROCKLIN DEPARTMENT OF PUBLIC SERVICES OF ANY DAMAGED OR REMOVED CITY, STATE, OR BUREAU MONUMENTS. CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ANY DAMAGED OR REMOVED MONUMENTS.
- 8. CONTRACTOR SHALL NOTIFY DEPARTMENT OF PUBLIC SERVICES UPON APPLICATION FOR PERMIT AND PAYMENT OF REQUIRED FEE.
- 9. WHEREVER WORK IS BEING DONE, IN AN OFFSITE EASEMENT THE CONTRACTOR SHALL NOTIFY THE PROPERTY OWNER 48 HOURS PRIOR TO COMMENCING WORK.
- 10. TRAFFIC CONTROL PROCEDURES SHALL CONFORM TO THE MOST RECENT EDITION OF THE MUTCD. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY OF ROCKLIN FOR THE METHOD OF TRAFFIC CONTROL PRIOR TO STARTING CONSTRUCTION.
- 11. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR SIDEWALKS DURING THE CONSTRUCTION PHASE. IF THE CITY FINDS A SIGNIFICANT AMOUNT OF STREET DAMAGE, AN OVERLAY OF THE ENTIRE PROJECT OR STREET IN QUESTION WILL BE REQUIRED TO PAVE BEFORE A NOTICE OF COMPLETION IS PROCESSED. THE CONTRACTOR IS TOTALLY RESPONSIBLE FOR THE QUALITY OF WORKMANSHIP ON THE PROJECT.

#### SPMUD GENERAL NOTES

A. SOUTH PLACER MUNICIPAL UTILITY DISTRICT

- I. ALL SANITARY SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT STANDARD SPECIFICATIONS AND IMPROVEMENT STANDARDS FOR SANITARY SEWERS, LATEST EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL INFORMATION, DRAWINGS AND REQUIREMENTS FROM SPMUD NECESSARY TO COMPLETE THE WORK SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL NOTIFY SPMUD PRIOR TO THE START OF CONSTRUCTION AND TO ARRANGE FOR A PRE-CONSTRUCTION MEETING. (916)-786-8555.
- 3. ANY WATER OR DEBRIS ENTERING THE SEWERS TO BE CONSTRUCTED UNDER THESE PLANS SHALL NOT BE DISCHARGED TO THE EXISTING SEWER SYSTEM. PLUGS OF THE MECHANICAL TYPE, OR AS APPROVED BY SPMUD, SHALL BE INSTALLED IN THE MANHOLES AT THE POINTS OF CONNECTION TO THE EXISTING SYSTEM, AND SHALL BE REMOVED ONLY AT THE DIRECTION OF SPMUD. INFLATABLE DEVICES ARE NOT PERMISSIBLE.
- 4. SEWER MANHOLES SHALL BE VACUUM TESTED FOR LEAKAGE PER SPMUD REQUIREMENTS.
- 5. THE CONTRACTOR SHALL NOTIFY SPMUD PRIOR TO SCHEDULED AIR TEST, T.V. INSPECTION, AND BALL AND FLUSH. (916)-786-8555.
- 6. CONFINED SPACE ENTRY (SPMUD SEWER MANHOLES): IT IS THE CONTRACTORS RESPONSIBILITY AS HOST EMPLOYER TO HAVE A CONFINED SPACE ENTRY PROGRAM IN COMPLIANCE WITH THE REQUIREMENTS OF SECTIONS 5856-5859, OF TITLE 8, GENERAL INDUSTRIAL SAFETY ORDERS, CALIFORNIA CODE OF REGULATIONS. SPMUD'S EXISTING MANHOLES ARE "PERMIT REQUIRED" CONFINED SPACES. THE CONTRACTOR MUST STRICTLY CONFORM TO SPMUD'S PERMIT REQUIRED CONFINED SPACE PROGRAM IN ENTERING ANY SPMUD OWNED MANHOLE.
- 7. CONTRACTOR TO PREPARE INDIVIDUAL PLANS TO BE SUBMITTED FOR REVIEW AND APPROVAL BY SPMUD FOR: -SECURING THE CORP YARD DURING FENCE CONSTRUCTION

#### -COORDINATING SPMUD TRAFFIC DURING BUSINESS HOURS

IN ACCORDANCE WITH THE SCHEDULE OUTLINED IN THE SPECIAL PROVISIONS, CONTRACTOR SHALL PREPARE ELECTRICAL AND MECHANICAL DRAWINGS FOR THE NEW GATE AND ASSOCIATED APPURTENANCES. UPON SUBMITTAL APPROVAL BY SPMUD, CONTRACTOR SHALL APPLY FOR A CITY OF ROCKLIN BUILDING PERMIT. THE PERMIT APPLICATION SHALL INCLUDE THE CONTRACT DRAWINGS AND APPROVED GATE MECHANICAL AND ELECTRICAL DRAWINGS. CONTRACTOR SHALL ANTICIPATE THE REVIEW TIME OUTLINED IN THE SCHEDULE INCLUDED IN THE SPECIAL PROVISIONS FOR CITY OF ROCKLIN REVIEW AND BUILDING PERMIT ISSUANCE. ALL COSTS AND SCHEDULE IMPLICATIONS ASSOCIATED WITH THE BUILDING PERMIT PROCESS SHALL BE CONSIDERED INCORPORATED INTO THE CONTRACTORS BID.



DRAWN J. ROY CHECKED M. FISHER APPROVED



SHEET NUMBER 3

WIND LOAD:

 BASIC WIND SPEED (ASCE 7-10) 115 mph

EXPOSURE CATEGORY

D

3. SEISMIC LOAD:

RISK CATEGORY IMPORTANCE FACTOR Ie 1.25 S<sub>DS</sub>: 0.461 S<sub>s</sub>: 0.491 S<sub>1</sub>: 0.247 S<sub>D1</sub>: 0.314 SITE CLASS D

SEISMIC DESIGN CATEGORY

**GENERAL INFORMATION:** 

1. ALL CONSTRUCTION SHALL CONFORM TO THE 2016 EDITION OF THE BUILDING CODE.

2. DESIGN DETAILS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO ALL SIMILAR SITUATIONS OCCURRING THROUGHOUT THE PROJECT, WHETHER OR NOT THEY ARE KEYED IN EACH LOCATION. CONSULT THE ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.

3. NO STRUCTURAL MEMBER SHALL BE CUT FOR PIPES, DUCTS, ETC UNLESS SPECIFICALLY DETAILED OR APPROVED IN WRITING BY THE ENGINEER.

1. IN ACCORDANCE WITH THE PRESUMPTIVE VALUES CONSISTENT WITH CBC TABLE 1806.2, CLASS OF MATERIAL No. 4, FOUNDATIONS HAVE BEEN DESIGNED FOR THE FOLLOWING VALUES:

ALLOWABLE BEARING

2,000 psf

MINIMUM FOOTING EMBEDMENT 12 INCHES

2. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AT LEAST 48 BUSINESS HOURS NOTICE FOLLOWING EXCAVATION FOR FOUNDATIONS AND PRIOR TO THE PLACEMENT OF FORMWORK, REINFORCING STEEL AND CONCRETE.

- 1. STRUCTURAL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS, MAXIMUM WATER TO CEMENT RATIO OF 0.49, AND A 4" SLUMP +/- 1".
- 2. THE CONTRACTOR SHALL SUBMIT THE CONCRETE MIX DESIGNS TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO USE.
- 3. HORIZONTAL CONSTRUCTION JOINTS SHALL BE PREPARED TO EXPOSE CLEAN, SOLIDLY EMBEDDED AGGREGATE OVER THE ENTIRE JOINT INTERFACE.
- 4. PLACEMENT OF PIPES, CONDUITS OR OTHER EMBEDDED ITEMS IN THE CONCRETE SHALL BE IN ACCORDANCE WITH THESE DRAWINGS OR SHALL BE APPROVED BY THE ENGINEER.
- 5. NO ALUMINUM OR ANY OTHER MATERIAL INJURIOUS TO CONCRETE SHALL BE EMBEDDED IN THE
- 6. CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C94.
- 7. THE REQUIREMENTS FOR CONCRETE MIXES, PLACING, TESTING AND CURING ARE CONTAINED IN THE PROJECT SPECIFICATIONS.
- 8. PORTLAND CEMENT SHALL CONFORM TO ASTM C150 TYPE II, AGGREGATE SHALL CONFORM TO

CONCRETE REINFORCING:

- 1. CLEARANCE FOR REINFORCEMENT BARS, UNLESS SHOWN OTHERWISE, SHALL BE: CAST AGAINST EARTH = 3, ALL OTHER SURFACES: #5 BAR OR SMALLER = 1 1/2", #6 BAR OR LARGER = 2".
- 2. ALL BENDS, UNLESS OTHERWISE SHOWN, SHALL BE 90 DEGREE ACI 318 STANDARD HOOKS.
- ALL REINFORCING BENDS AND LAPS, UNLESS OTHERWISE NOTED, SHALL SATISFY THE FOLLOWING MINIMUM REQUIREMENTS:

CONCRETE DESIGN STRENGTH = 4,000 PSI #				GRADE 60 REINFORCED STEEL
BAR SIZE	#4	#5	#6	
LAP SPLICE LENGTH				
TOP BAR *	2'-8"	3-'4"	4'-0"	
OTHER BAR	2'-1"	2'-7"	3'-1"	

- TOP BARS SHALL BE DEFINED AS ANY HORIZONTAL BARS PLACED SUCH THAT MORE THAN 12" OF CONCRETE IS CAST IN THE MEMBER BELOW THE BAR IN ANY SINGLE POUR. HORIZONTAL WALL BARS ARE CONSIDERED TOP BARS.
- WHERE 3,000 PSI CONCRETE IS USED, INCREASE ABOVE LENGTHS BY 16%

MASONRY:

- 1. SOLID GROUT ALL CELLS UNLESS INDICATED OTHERWISE
- GROUT SHALL CONFORM TO ASTM C476 AND SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2,000 PSI CONTAINING NO MASONRY CEMENT.
- HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 1,900 PSI. LINEAR SHRINKAGE SHALL NOT
- BARS. LAP VERTICAL REINFORCING 48 BAR DIAMETERS WITH DOWELS AT BUILDING WALLS. LAP ALL OTHER VERTICAL BARS 72 BAR DIAMETERS. LAP VERTICAL BARS IN CANTILEVER WALLS 72 BAR DIAMETERS. STAGGER ADJACENT LAP SPLICES BY 24 INCHES, WHEN SEPARATED BY 3 INCHES OR LESS. REFERENCE STANDARD DETAIL 4002 - REINFORCED CMU WALL.
- 7. VERTICAL REINFORCING SHALL BE PLACED AT CORNERS, EACH SIDE OF OPENINGS, END WALLS (INCLUDING EACH SIDE OF CONTROL JOINTS), AT A MAXIMUM SPACING INDICATED IN THE

STRUCTURAL STEEL:

- STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH AISC
- 2. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM DESIGNATION:
  - HOLLOW STRUCTURAL SECTIONS: A500 GRADE B MINIMUM F<sub>y</sub> = 46 ksi
  - PIPE: A53 GRADE B MINIMUM F<sub>y</sub> = 35 ksi
  - WIDE FLANGE SECTIONS: A992 MINIMUM F<sub>v</sub> = 50 ksi
  - PLATES, ANGLES, AND CHANNELS: A36 MINIMUM F<sub>y</sub> = 36 ksi
- REQUIREMENTS OF IBC SECTION 2204 AND THE AMERICAN WELDING SOCIETY (AWS), LATEST
  - D1.1, STRUCTURAL WELDING CODE STEEL
- WELDING ELECTRODES SHALL BE THE FOLLOWING TYPES: E70XX.

2. MORTAR SHALL CONFORM TO ASTM C270, TYPE S, HYDRATED AND SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 1,900 PSI.

4. CONCRETE BLOCK UNITS SHALL BE MEDIUM WEIGHT AND CONFORM TO ASTM C90 AND SHALL

5. PLACE COURSES IN RUNNING BOND PATTERN, UNLESS SPECIFICALLY INDICATED OTHERWISE.

6. REINFORCING STEEL FOR MASONRY SHALL CONFORM TO ASTM A615, GRADE 60 FOR DEFORMED

DRAWINGS, AND CONTINUOUS FROM FOUNDATION TO TOP OF WALL.

SPECIFICATIONS AND CODE OF STANDARD PRACTICE.

3. STRUCTURAL STEEL SHALL BE FREE OF EXCESSIVE RUST, MILL SCALE OR GREASE.

4. ALL WELDING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS AND SHALL CONFORM TO THE EDITION. AS FOLLOWS:

THE STRUCTURAL STEEL FABRICATOR/CONTRACTOR SHALL FURNISH SHOP DRAWINGS OF ALL STRUCTURAL STEEL FOR ENGINEERS REVIEW AND APPROVAL PRIOR TO FABRICATION.



**X** " RWO WATEF

WALL REPLACEMENT TH PLACER MUNICI UTILITY DISTRICT

#### **DESCRIPTION**

- 1. SCOPE CONTRACTOR SHALL SUPPLY AND INSTALL A NEW GATE, GATE OPERATOR, AND APPURTENANCES INCLUDING, BUT NOT LIMITED TO:
- •FABRICATED SLIDING GATE
- •ELECTRIC GATE OPERATOR
- •UNDERGROUND LOOP DETECTION SYSTEM
- •SENSORS AND CONTROLS
- •ACCESSORIES AS OUTLINED
- •ALL WIRE AND CONDUIT AS REQUIRED
- 2.SUBMITTALS CONTRACTOR SHALL PREPARE SUBMITTALS TO THE OWNER FOR REVIEW AND APPROVAL. SUBMITTALS REQUIRED INCLUDE, BUT IS NOT LIMITED TO:
- •PRODUCT DATA
- •SHOP DRAWINGS FOR OBTAINING BUILDING PERMIT
- •OPERATION AND MAINTENANCE MANUALS
- 3. WARRANTY GATE, OPERATOR, AND APPURTENANCES SHALL COME WITH A MINIMUM FIVE (5) YEAR WARRANTY

- 1. SLIDE GATE OPERATOR
- •MANUFACTURER DoorKing, INC.
- OR APPROVED EQUAL
- •MICROPROCESSOR BASED SOLID-STATE CONTROL BOARD INTERACTING WITH CARD READERS, RF TRANSMITTERS, ACCESS CONTROL SYSTEMS, TICKET MACHINES, OTHER ACTIVATING DEVICES AS REQUIRED, EXTERNAL DEVICES FOR ENTRAPMENT PROTECTION AND VEHICLE LOOP SENSING SYSTEMS. CONTROL BOARD SHALL INCLUDE BUILT-IN CLOSE TIMER (1-25 SECONDS), BUILT-IN PORTS FOR TWO (2) PLUG-IN LOOP DETECTORS, PARTIAL OPEN INPLIT PROGRAMMING SWITCHES TO SET VARIOUS OPERATING MODES, INHERENT MAGNETIC PULSE OBSTRUCTION SENSING REVERSE SYSTEM. SYSTEM SHALL EMPLY FAIL-SAFE OPERATION UPON PRIMARY (AC) POWER OUTAGE.
- COMPLIANT TO UL 325, UL 991, CSA C22.2 No. 247, AND LISTED BY INTERREK TESTING LABORATORIES NA. INC. (ETL)
- THIS MODEL IS INTENDED FOR USE IN CLASS I, II, III, AND IV VEHICULAR SLIDE GATE APPLICATIONS
- MAXIMUM GATE LENGTH: 30- FEET
- MAXIMUM GATE WEIGHT: 1000 lbs
- OPERATOR SPEED: APPROXIMATELY 11-INCHES PER SECOND
- ENCLOSURE: 12 GAGE, 0.108 INCH G90 HOT DIPPED GALVANIZED STEEL, FINISHED WITH POLYESTER POWDER COAT, EXTERIOR GRADE SEMI-GLOSS TEXTURE GRAY
- MOUNTING: PAD MOUNT AS SHOWN ON SD 2815
- ELECTRICAL POWER REQUIREMENTS: 115 VAC
- MOTOR: 1/2 HP, CONTINUOUS DUTY
- DEAD BOLT LOCK: SOLENOID DEAD BOLT ENGAGES IF AN ATTEMPT IS MADE TO FORCE THE GATE OPEN
- PRIMARY REDUCTION: ADJUSTABLE CLUTCH, SINGLE COG BELT DRIVE TRAIN
- PULLING MEDIUM: #40 ROLLER CHAIN
- MAGNETIC LIMIT SWITCHES: AUTOMATIC SETTING WITH NO MECHANICAL SWITCHES
- OPERATING SWITCHES: BUILT-IN POWER (ON-OFF), RESET AND OPERATING SWITCHES
- CONVENIENCE OUTLETS: TWO (2) 115 VAC FOR ACCESSORY TRANSFORMERS
- THERMOSTATICALLY CONTROLLED HEATER KIT
- FAIL-SECURE LOCK KIT REQUIRES A KEY LOCK TO OPEN GATE UPON PRIMARY (AC) POWER LOSS
- PLUG IN LOOP DETECTORS:
- 1 LOOP DETECTOR FOR REVERSE LOOPS
- 2 LOOP DETECTORS FOR AUTOMATIC EXIT LOOP DoorKing MODEL 9410-010, OR APPROVED EQUAL
- 2.ACCESSORY CONTROLLERS

#### •RECEIVER:

- STAND-ALONE RECEIVER
- BUILT-IN PROGRAMMING KEYPAD • STORES UP TO 1250 TRANSMITTER CODES
- 2300 EVENT TRANSACTION BUFFER
- OUTPUT FOR SERIAL PRINTER
- 10 PROGRAMMABLE TIME ZONES
- BUILT-IN CLOCK / CALENDAR ■ FORM C DRY CONTACT RELAY
- 12-24 VOLT. AC OR DC
- INSTALL WITHIN GATE OPERATOR ENCLOSURE
- DoorKing MODEL 8054, OR APPROVED EQUAL

- •TRANSMITTERS:
- PROVIDE TEN (10) ONE-BUTTON TRANSMITTERS WITH KEY RINGS AND VISOR CLIPS
- TRANSMITTERS SHALL BE COORDINATED AND COMPATIBLE WITH THE SUPPLIED RECEIVER

#### •CONTROL STATION

- PROVIDE 3-BUTTON EXTERIOR GATE CONTROL STATION
- OPEN-STOP-CLOSE CONTROLS
- MOUNT IN SINGLE-GANG ELECTRICAL BOX ON MOUNTING POST
- COORDINATE MOUNTING LOCATION WITH OWNER
- DoorKing MODEL 1200-006, OR APPROVED EQUAL
- •UNDERGROUND LOOP SYSTEMS:
- PROVIDE ONE REVERSE LOOP AND TWO AUTOMATIC EXIT LOOPS
- LOOPS SHALL BE SPECIFICALLY DESIGNED FOR APPLICATION AT THE PROJECT LOCATION AND SHALL BE COORDINATED WITH THE OPERATOR CONTROLS AND SENSORS
- •FIRE DEPARTMENT KNOXBOX:
- PROVIDE KNOXBOX MODEL 3200 (NO SUBSTITUTIONS PERMITTED)
- KNOXBOX SHALL BE KEYED FOR ROCKLIN FIRE DEPT.
- INSTALL IN LOCATION AS SHOWN ON THE DRAWINGS

#### **EXECUTION**

- 1. UPON APPROVAL OF SUBMITTAL BY SPMUD, CONTRACTOR SHALL UTILIZE SHOP DRAWINGS AND CONTRACT DRAWINGS TO OBTAIN A CITY OF ROCKLIN BUILDING PERMIT IN ACCORDANCE WITH SPMUD GENERAL NOTE 8 SHEET G-3 AND SPECIAL PROVISIONS.
- 2.INSTALLATION
- •GATE OPERATOR SHALL BE MOUNTED, FIRMLY SECURED, PLUMB AND I EVEL
- •WIRING SHALL BE UNIFORM AND IN ACCORDANCE WITH NATIONAL ELECTRIC CODES AND MANUFACTURER'S INSTRUCTIONS
- •CONTRACTOR CAN UTILIZE EXISTING CONDUITS IF POSSIBLE,
- BUT SHALL PROVIDE NEW CONDUIT IF NECESSARY
- •ALL NEW WIRES SHALL BE INSTALLED
- •ALL SPLICES SHALL BE IN EASILY ACCESSIBLE JUNCTION BOXES OR ON TERMINAL BOARDS
- •ALL CABLE RUNS IN ALL JUNCTION BOXES SHALL BE TAGGED AND IDENTIFIED
- •UNDERGROUND LOOPS SHALL BE INSTALLED PER DoorKing INFORMATION MANUAL LOOP INFO-R-1-18
- 2.SYSTEM INITIALIZING AND PROGRAMMING
- •SYSTEM SHALL BE TURNED ON, AND ADJUSTMENTS SHALL BE MADE TO MEET REQUIREMENTS OUTLINED AS WELL AS ON-SITE CONDITIONS
- •SYSTEM SHALL FUNCTION AS OUTLINED
- 3.SYSTEM TEST PROCEDURES
- •SYSTEM SHALL BE COMPLETELY TESTED TO ASSURE THAT ALL COMPONENTS AND ACCESSORIES ARE PROPERLY INSTALLED AND IN WORKING ORDER
- •SYSTEM SHALL BE PRE-TESTED BY CONTRACTOR AND CERTIFIED TO FUNCTION IN ACCORDANCE WITH PLANS AND SPECIFICATIONS •SYSTEM SHALL BE TESTED IN PRESENCE OF OWNER

WATERWORKS

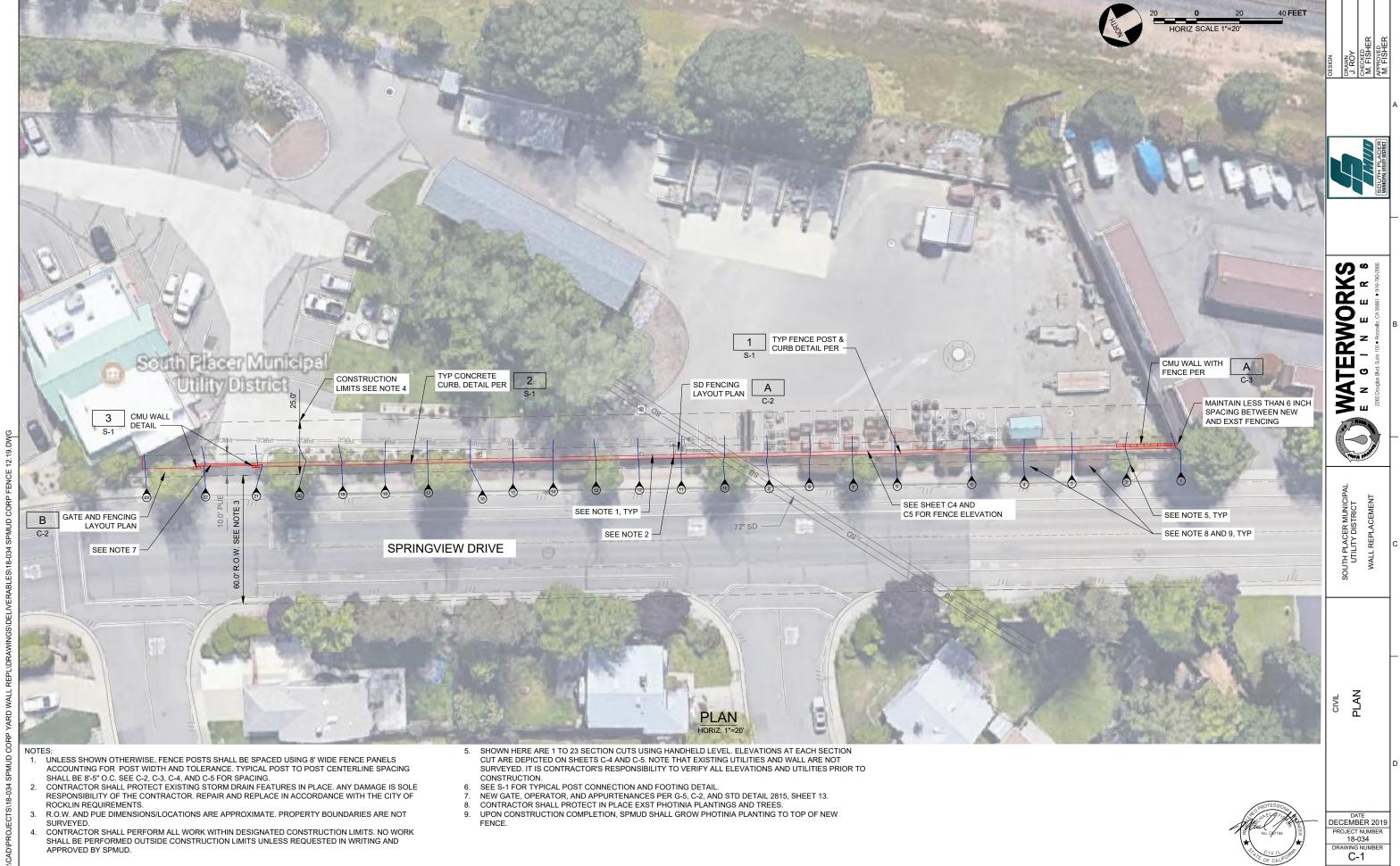


WALL REPLACEMENT JTH PLACER MUNICII UTILITY DISTRICT

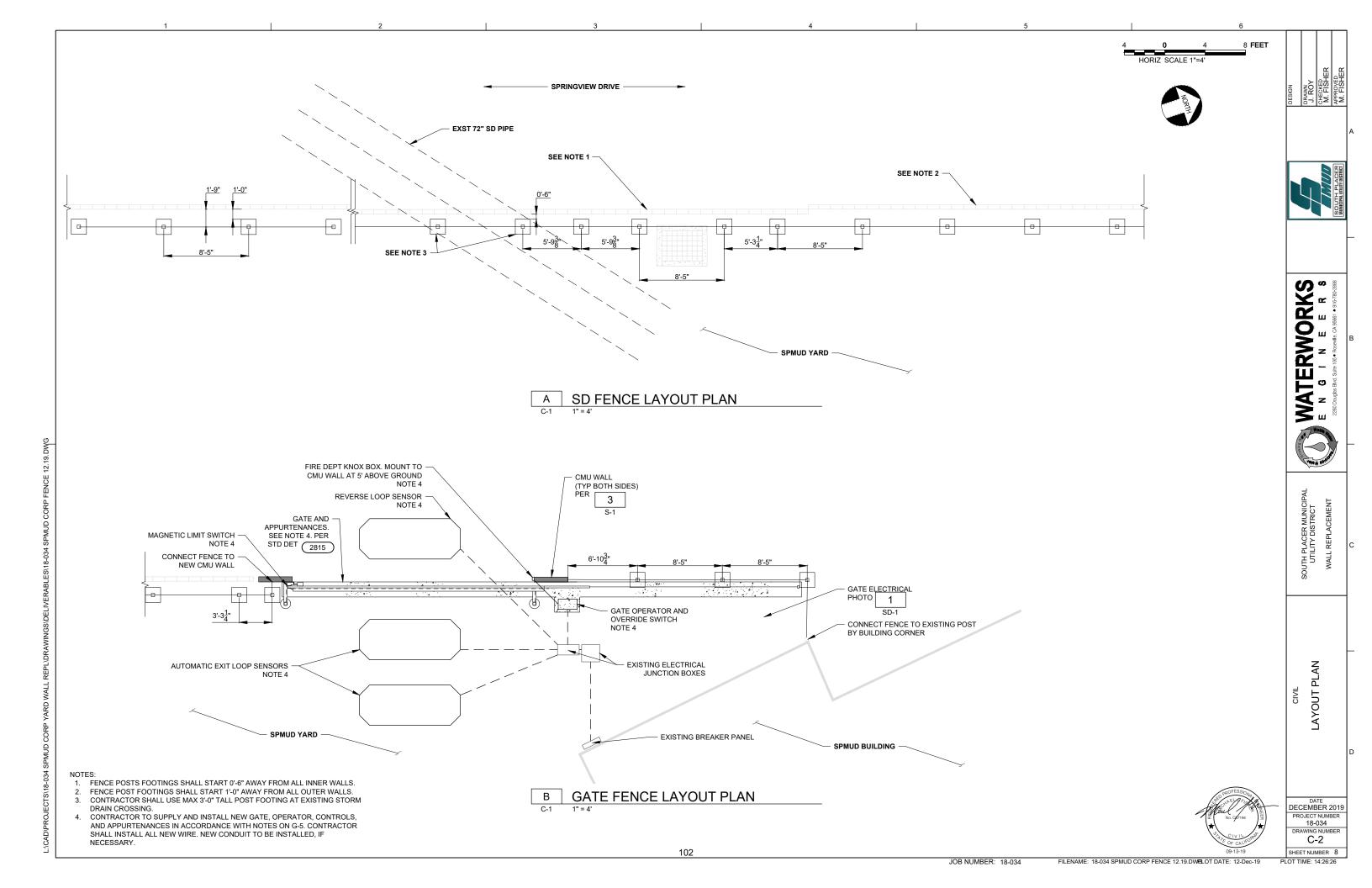
GATE

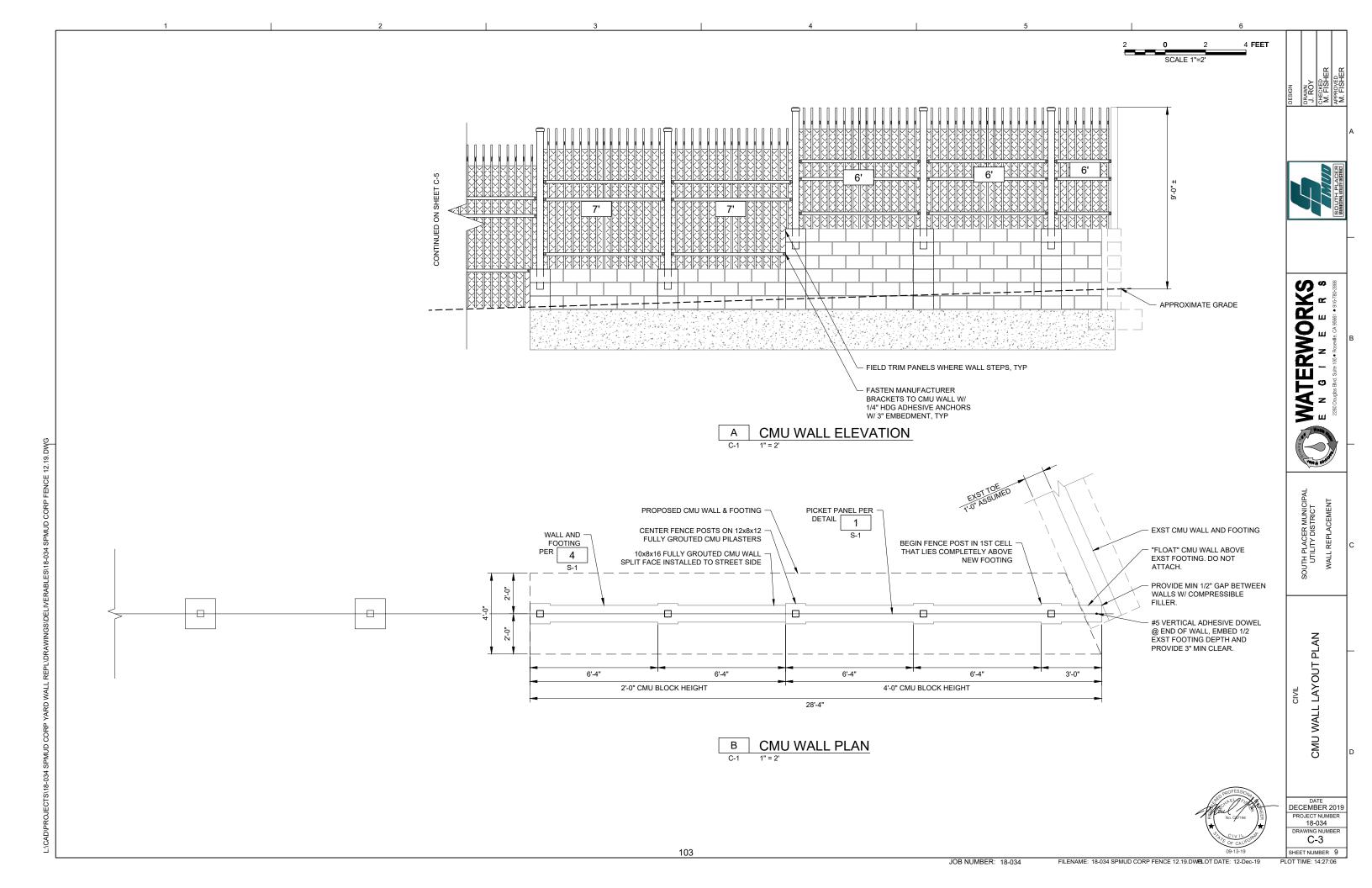
DECEMBER 201 PROJECT NUMBE G-5 HEET NUMBER 5

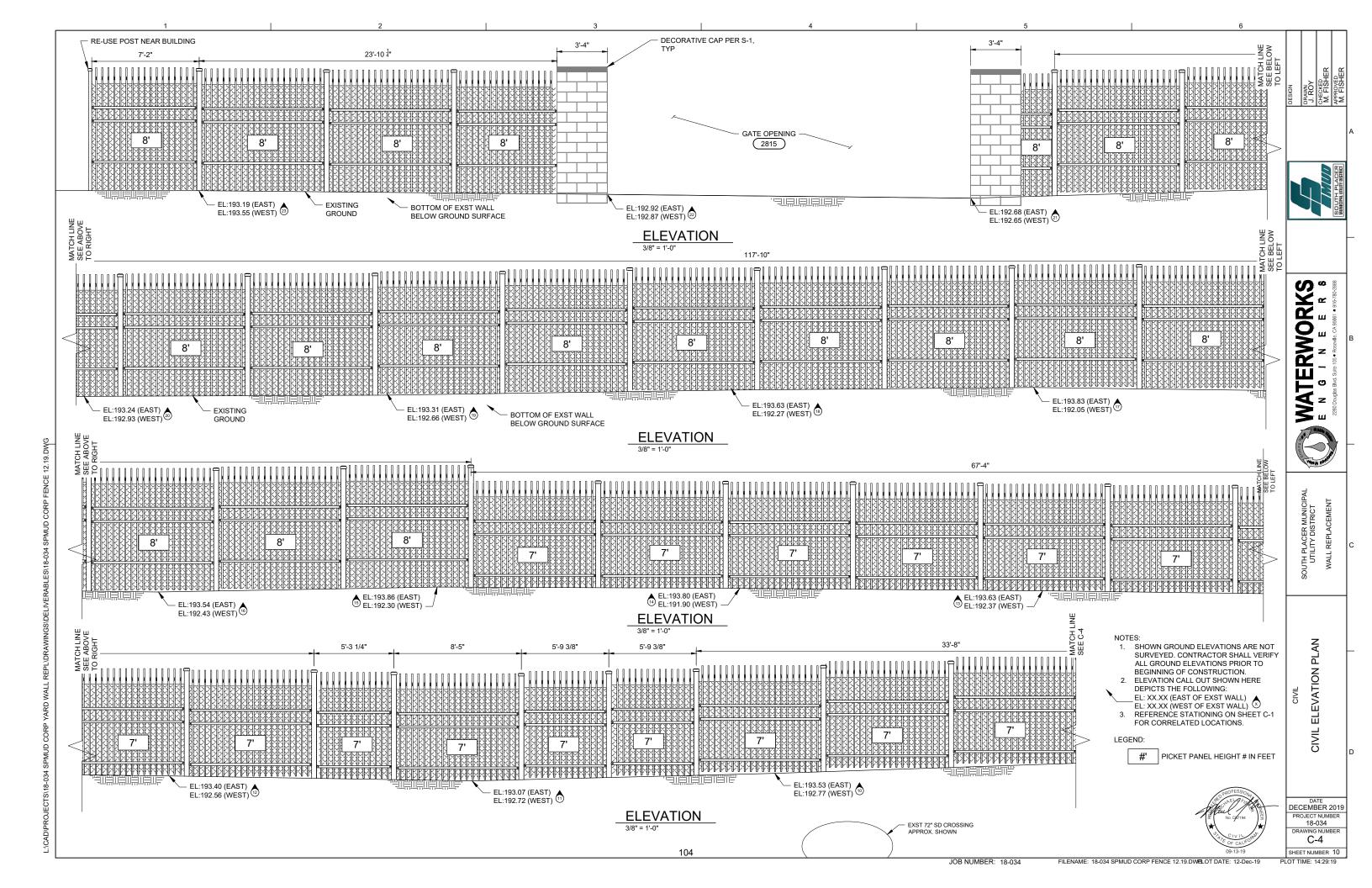


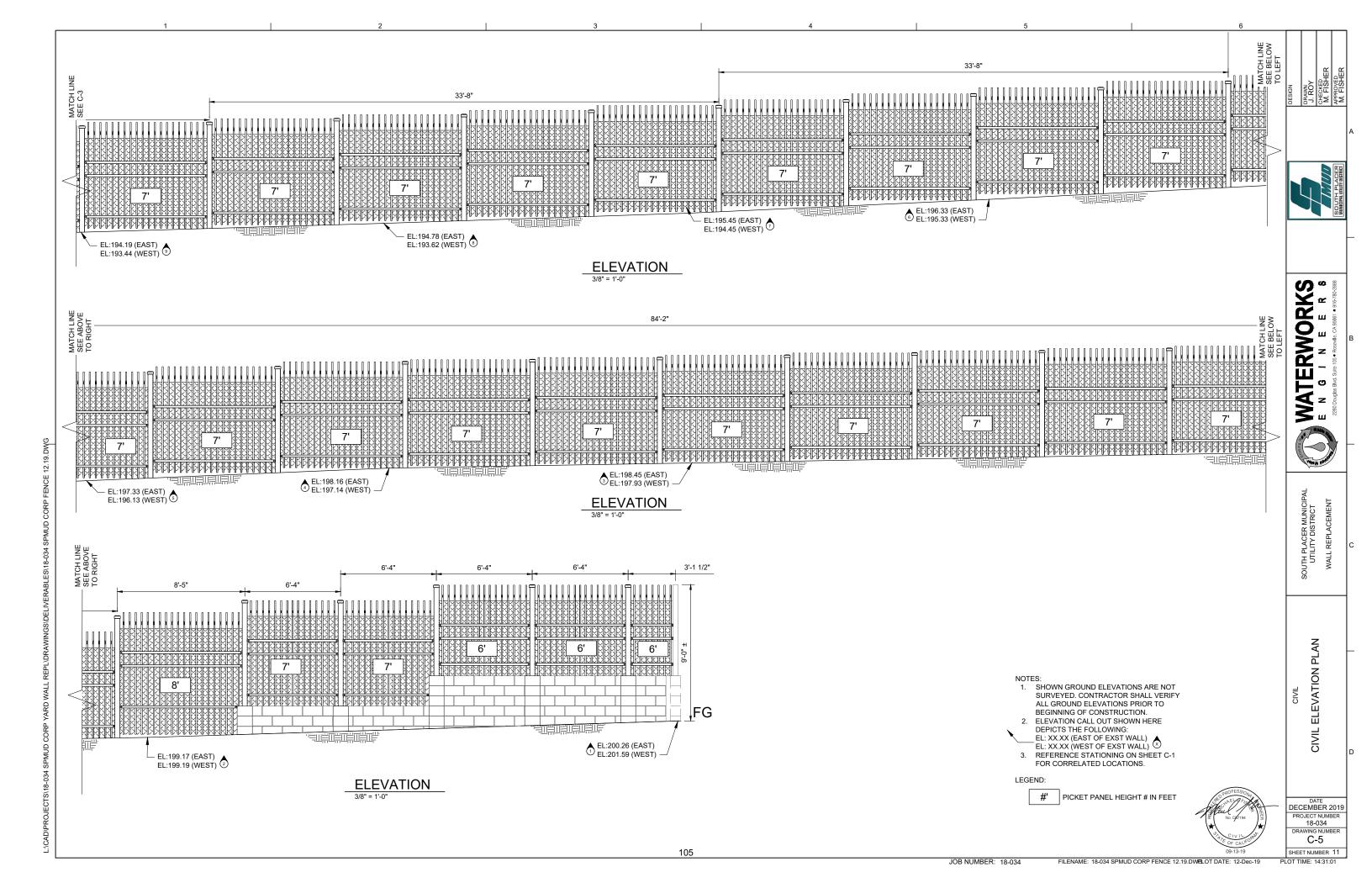


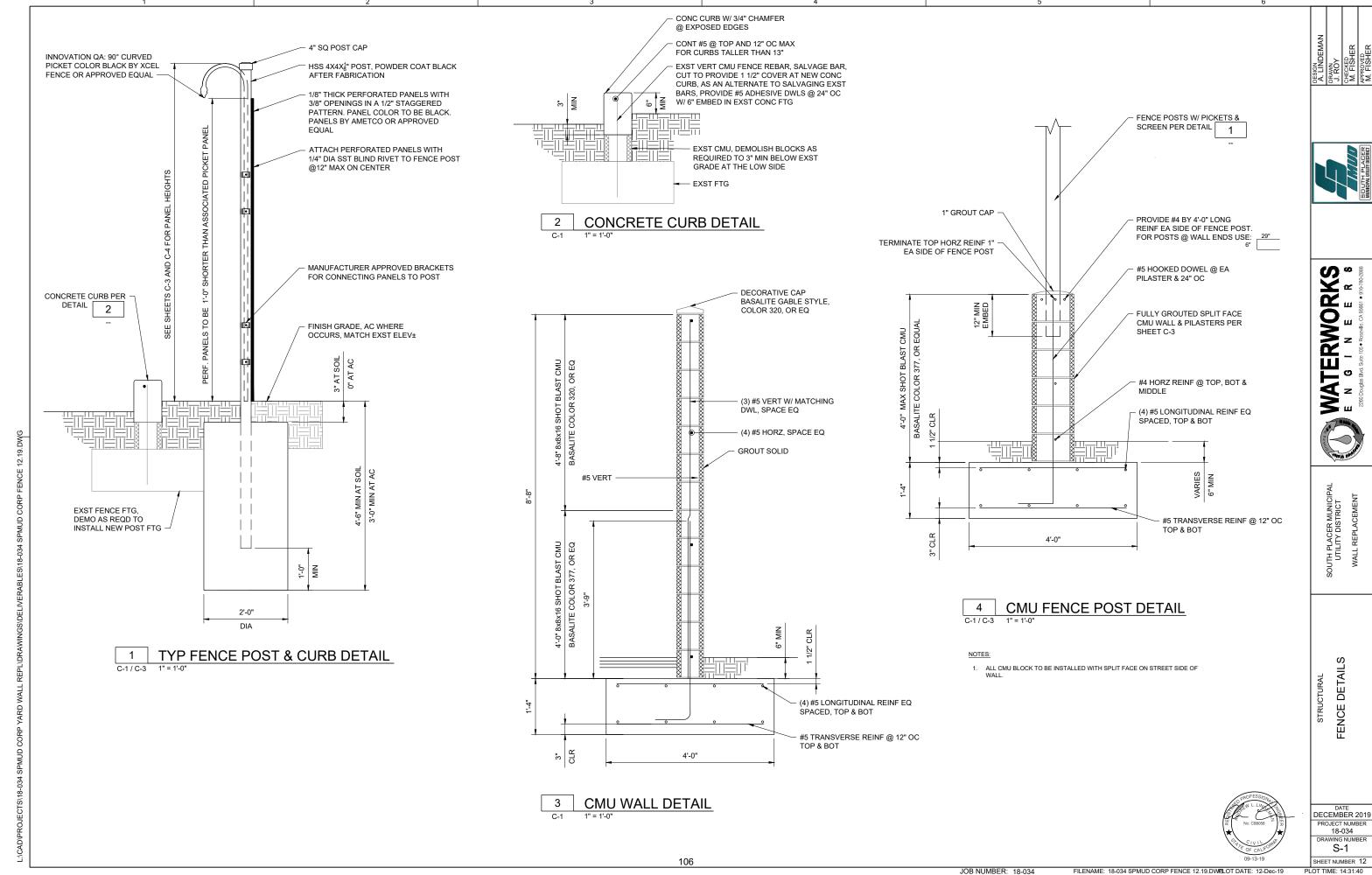
JOB NUMBER: 18-034





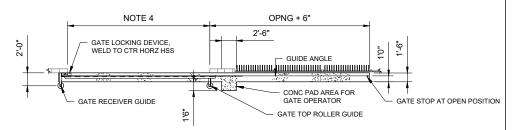






FILENAME: 18-034 SPMUD CORP FENCE 12.19.DWPLOT DATE: 12-Dec-19

PLOT TIME: 14:31:40



# PLAN VIEW - GATE GUIDE TRACK "V" GROOVE WHEEL, TYP OF 3 GATE GUIDE POST, TYP

#### NOTES:

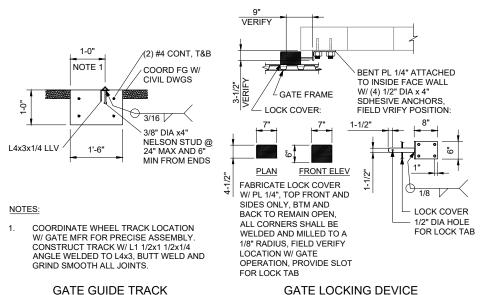
1. HSS2x4x1/4 FRAME, MITER CORNERS AND FULLY WELD ALL JOINTS. COORDINATE GATE WIDTH WITH HARDWARE TO PROPERLY FIT IN THE ROUGH OPENING. GRIND SMOOTH ALL SHARP CORNERS.

INTERIOR ELEVATION

- GATE FENCING TO MATCH PANELS. PANELS PER DETAIL 1, SHEET S-1.
- PAINT ENTIRE GATE ASSEMBLY AFTER FABRICATION USING SHERWIN WILLIAMS MACROPOXY 5500 OR TNEMEC SERIES 151, COLOR BLACK. ALL SURFACE TO BE PREPPED AND PRIMED IN ACCORDANCE WITH PAINT MANUFACTURER'S RECOMMENDATIONS.
- 4. CONTRACTOR RESPONSIBLE FOR VERIFICATION OF GATE OPENING IN CONJUNCTION WITH CMU WALL

STEEL ROLLING GATE 1 OF 3

2815

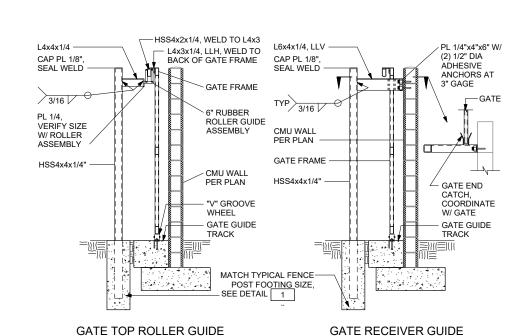


GATE LOCKING DEVICE

STEEL ROLLING GATE 2 OF 3

2815

JOB NUMBER: 18-034



STEEL ROLLING GATE 3 OF 3

2815



**EXISTING GATE ELECTRICAL** 

107

STANDARD DETAIL

WATERWORKS

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

WALL REPLACEMENT

DECEMBER 2019 PROJECT NUMBER SD-1

# NOTICE TO CONTRACTORS INVITATION TO BID

Sealed bids will be received at the office of the South Placer Municipal Utility District, 5807 Springview Drive, CA 95677 until 11:00 a.m. on March 18, 2021 at which time and place they will be publicly opened and read aloud for the:

#### SPMUD – Corporation Yard Wall Replacement 2021

**Description of Work:** This work includes the demolition of approximately four hundred and sixty-five (465) feet of existing CMU block wall, construction of four-hundred and sixty-five (465) feet of fence with screening and a vehicular slide gate system. Contractor shall provide all labor, equipment, materials and incidentals required to construct and complete, in a good and workmanlike manner, all work to provide a complete and useable facility, as designed and approved by the District. The work is to include, but is not necessarily limited to, the following:

- Existing wall demolition.
- Installation of concrete curb (cap).
- Excavation for and installation of concrete footing.
- Installation of four hundred and sixty-five (465) feet of fence with screening.
- Installation of twenty-eight (28) feet of CMU wall and footing.
- Installation of a new gate and gate operator and controls.

Completion of Work: All work shall be completed by September 30, 2021.

**Obtaining Contract Documents:** Contract Documents may be examined at the office of the South Placer Municipal Utility District, located at 5807 Springview Drive, Rocklin, CA 95677. A copy of bid documents may be obtained via download from the District website (<a href="http://spmud.ca.gov/sewer-improvement-projects/">http://spmud.ca.gov/sewer-improvement-projects/</a>) or at the office.

Submission of Bids: All bids must be submitted no later than the time prescribed. Each bid must conform and be responsive to this notice and shall be made on the official bid forms furnished with the Contract documents. All bidders shall be registered with State of California, Department of Industrial Relations, PWC-100 and their registration number shall be included on the outside of the submittal envelope. Submittals without this number will be rejected. Also required to be included on the outside of the envelope is the Project name. A Bid Bond (or cash, cashier's check, or certified check) of not less than 10% of the aggregate total of the bid is required to be submitted with the sealed bid.

**Construction License:** The successful bidder must possess a current C-13 Fencing Contractor's License and a C-29 Masonry Contractor's License issued by the State of California:

**Award:** The award shall be made to the lowest responsible bidder whose proposal complies with the specified requirements. The Contractor shall execute the Contract within ten (10) business days after he has received the Contract from the District. The District reserves the right to: (1) waive any irregularity in the bids, (2) reject any and all bids, and (3) make all awards in the best interest of the District.

**Bonds and Insurance:** The successful bidder shall furnish copies of labor and material bonds, faithful performance bonds and <u>required</u> liability and property damage insurance. The amounts of liability and property damage insurance will not be less than the amounts shown in the Contract and must include an Additional Insured Endorsement to the Contractor's Liability insurance policy naming South Placer Municipal Utility District, its officers and employees as additional insured.

**Disqualification of Bidder:** If there is a reason to believe that collusion exists among any bidders, none of the bids of the participants in such collusion will be considered and the District may likewise elect to reject all bids received.

The District has programmed \$200,000 for this project.

By: Carie Huff

Date: 2/24/2021

### **BID BOND**

# Philadelphia Indemnity Insurance Company One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

CONTRACTOR:

(Name, legal status and address)

Glissman Excavating, Inc. P.O. Box 210

Loomis, CA 95650

Loomis, CA

OWNER:

(Name, legal status and address)
South Placer Municipal Utility District
5807 Springview Drive

Rocklin, California, 95677

BOND AMOUNT: Ten Percent (10%) of the Total Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

SPMUD - Corporation Yard Wall Replacement 2021

Rocklin, CA

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004

Bond No. 975GE107

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of March	, 2021 .	
	Glissman Excavating, Inc.	
	Sille	
	(Principal)	(Seal)
Holly Pathy	Timothy D. Glissman, President	
(Witness) See Attached CA	(Title)	
Notarial Certificate	Philadelphia Indemnity Insurance Company	
	Erin v. mt	
	(Surety)	(Seal)
Sha Mar	Eric V. Matranga, Attorney-In-Fact	
(Witness)	(Title)	

### PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Stanley J. Matranga and Eric V. Matranga of Matranga Bonds & Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER

RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



Forms of

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA

NOTARRAL SEAL

Margam Krapp Notary Public:
Lower Hermon Feep. Maringomery County
Hay Commission Explains Seal 25, 2221

Windly Preventional ASSOCIATION of software

(Notary Seal)

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

1927

(Seal)

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189** 

	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	)
County of Placer	)
On March 10, 2021 before me, Shar	ron Matranga, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Eric V. Matranga	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	ry evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
SHARON MATRANGA Notary Public - California Placer County	WITNESS my hand and official seal.
Commission # 2232950 My Comm. Expires Mar 30, 2022	Signature
my Collin. Lapites mai 50, 2022	Signature of Notary Public
Place Notary Seal Above	
	PTIONAL
	is information can deter alteration of the document or nis form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Th	nan Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:  ☐ Corporate Officer — Title(s):	Signer's Name: ☐ Corporate Officer — Title(s):
□ Partner — □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:Signer Is Representing:	
orginer is mepresenting.	
©2014 National Notary Association • www.NationalNo	otary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

112

### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.	
State of California County of	
On 3-17-2021 before me, _	Hollyann Rutledge, Notary Public
	(insert name and title of the officer)
personally appeared Timothy D. Glissma	n. President
who proved to me on the basis of satisfactory evi subscribed to the within instrument and acknowle his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the person(s)	edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	e laws of the State of California that the foregoing
WITNESS my hand and official seal.	HOLLYANN RUTLEDGE COMM. #2192880 NOTARY PUBLIC • CALIFORNIA 9 PLACER COUNTY Commission Expires April 21, 2021
Signature Holly Putlely	(Seal)

### SECTION 2

### **BID FORM**

-					
п	723				Е
и	103	12.5	199		_

Sealed Bids covering the work described in the attached documents entitled:

### **SPMUD – Corporation Yard Wall Replacement 2021**

	cipal Utility District office, located at 5807 may be obtained from the District at (916) 786-m. – 4:30 p.m. M-Th, 7:30 a.m. – 3:30 p.m. F)
BID (This section to be completed by bidder.)	DATE: 3-18-2021
	September 30, 2021, for the following amount:
BID: \$ <del>279,573,70</del> \$29	98,933.70 (LUMP SUM)
Amount in words: TWO HUNDED NINETY 1	Eight, Nine Hundred Thirty Three and
	Show the more of Shall the
AND SEVENTY CONTS	dollars.
Bid Form. The bidder shall attach his Bid Sch and figures will be resolved so that the writter shall be accepted and the undersigned shall the days after the bidder has received notice from the District may, at its option, determine that the thereupon this bid and the acceptance thereof bid security accompanying the acceptance the	of shall be null and void and the forfeiture of such hereof shall operate and same shall be the property The undersigned further agrees, for any contract
Bidder's comments and exceptions:	
,	
Name and address of bidder:	In Ger
	Authorized signature
	TIM GLISMAN CEO
	Signers name and title (type or print)
Phone No.: 9/6 757-8780	642027
Fax No.: 9(6-652-3567	License No.

Bid Form – Page 1 of 3

### **ADDENDUM 1**

### **BID SCHEDULE**

### **SPMUD – Corporation Yard Wall Replacement 2021**

ITEM	DESCRIPTION	NOTE	QTY	UNIT	UNIT COST	ITEM COST
1	Mobilization - Demobilization	a, c	1	LS	14,352.80	14,352,80
2	Wall Demolition		1	LS	30,685.50	30,695,50
3	Concrete Curb (Cap)	b	1	LS	12,951,40	12,951,40
4	Concrete Footing and	b	12	CY		
•	Installation	, v	'-	01	962,50	11,550,00
5	Footing Excavation	b	20	CY	203,90	4,708,00
6	Fencing/Screening and	b	1	LS		
	Installation	~			147,945,00	147,945,00
7	CMU Wall and Footing	b	28	LF	1614,50	45,206.00
8	New Gate	b	1	LS	14 700,00	14,700.00
9	Gate Operator and Controls	b	1	LS	7,455,00	7,455,00
10	City of Rocklin Building Permit		1	1	Allowance	\$10,000.00

\$4,078.00

**TOTAL** 

297,563.70

\$298,933.70

Addendum 1 Bid Form – Page 2 of 3

### **NOTES:**

- a) This Item shall not exceed 5% of bid amount. District will retain 30% of this Item for Demobilization. Mobilization and Demobilization shall be paid only one time for project.
- b) The Contractor shall furnish all labor, equipment, materials, and supervision to perform all work. Cost of work includes but is not limited to: excavation, asphalt cutting, trench dewatering, backfilling, shoring, compaction, trench restoration, traffic control, surface restoration, striping, paving, concrete replacement (curbs, sidewalk, driveways), etc. as described in Section 12 (project drawings).
- c) This item shall include all labor and materials necessary to provide temporary fencing for a secure site during construction.

All other items and incidentals that are required to complete this job and provide a fully functioning system in accordance with the project plans and specifications are considered to be included in the items in the Bid Schedule and no additional compensation will be made by the District.

The estimated quantities listed are for bid purposes only. Compensation for these bid items shall be for actual quantities at the firm (unit cost) bid rates.

**ADDENDA:** Bidder hereby acknowledges that it has received the following Addenda:

No. 1,,	,
(Bidder shall insert number of each Addendum received	/ed) and agrees that Addenda issued are
hereby made part of the Contract Documents, and B	dder further agrees that this Bid includes
impacts resulting from said Addenda.	

Bid Form - Page 3 of 3

<sup>\*\*</sup> See Project Drawings, starting on page 27, for additional information.

### **SECTION 3**

### LIST OF SUBCONTRACTORS

The Bidder shall list the name and address of each subcontractor, required to be listed in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code, to whom the Bidder proposes to subcontract portions of the work. The below information shall be included for all subcontractors doing work in an amount in excess of one-half of 1 percent of the total bid. Make copies of this page as needed.

Name: Afrow Fonce License Designation / Nbr.: 43600	8
Address: 4025 CINCINNATI AVE Rockin CA 95765	
% of Work Subcontracted per Bid Item: 100 %	
Description of Portion of Work Force/GATE/ Controls	
Subcontracted w/Applicable Bid Items: Bid ITEM # 4,6,8,9	
Name: PTS MASONAY License Designation / Nbr.: 7045	33
Address: 7117 TOKAY AVE. SHEDAMENTO CA 95878	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work  Meson by Whit County	
Subcontracted w/Applicable Bid Items: BID ITEM # 7	
Name: License Designation / Nbr.:	
Address:	
% of Work Subcontracted per Bid Item:	×
Description of Portion of Work	
Subcontracted w/Applicable Bid Items:	
Name: License Designation / Nbr.:	
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work	
Subcontracted w/Applicable Bid Items:	
Name: License Designation / Nbr.:	
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work	

### **SECTION 4**

### **COMPLIANCE STATEMENTS**

### **CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

### **PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

## TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
   does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.	
	•
	_
Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.	_

### TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

### LABOR CODE § 1773

**Wage Rates:** Bidders are hereby notified that California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract.

### **GOVERNMENT CODE § 12990**

**Nondiscrimination Compliance:** This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

### PUBLIC CONTRACTS CODE, STATE OF CALIFORNIA § 22300

**Retention:** This Contact will contain provisions permitting the successful bidder to substitute securities for any moneys withheld by the District to ensure performance under the Contract; or, alternately, the Contractor may request that the District make payments of retentions earned directly to an escrow agent, at the expense of the Contractor. The form of escrow agreement and securities eligible for investment shall be governed by said Section 22300.

### 

**WORKER'S COMPENSATION CERTIFICATION** 

### **DEPARTMENT OF INDUSTRIAL RELATIONS, LABOR CODE SECTION 1725.5**

this contract.

No contractor or subcontractor may be listed on a bid proposal for a public works project exceeding \$25,000 (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Public Contractor Registration NOT required when the prime contract does not exceed \$25,000 for construction, alteration, demolition, installation or repair, or \$15,000 for maintenance work.

Notes: All the above Statements, Questionnaire, and Non-Collusion Affidavit are all a part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements, Questionnaire, and Non-Collusion Affidavit. Bidders are cautioned that making false certifications may subject the certifier to criminal prosecution.

### Item 6.2

# SOUTH PLACER MUNICIPAL UTILITY DISTRICT STAFF REPORT

To: Board of Directors

From: Carie Huff, District Engineer

Cc: Herb Niederberger, General Manager

**Subject:** Authorization to Execute Change Order #24 to the Contract for the

Foothill Trunk Sewer Replacement Project

Meeting Date: April 1, 2021

### Overview

The award of the construction contract for the Foothill Trunk Sewer Replacement Project to Garney Pacific was authorized by Resolution 20-02 on January 9, 2020. Subsequent change orders are summarized in the table below:

Change Order #1 – includes installation of the cast in bells for base manhole connections.  Change Order #2 – includes reconnection of unknown existing laterals at the apartment complex (time and materials).  Change Order #3 – includes additional costs due to a large concrete mass at Junction Structure 1, resulting in additional removal around the 24-inch pipe and off-haul of concrete.  Change Order #4 – includes additional tree removal to facilitate construction.  Change Order #5 – includes GrassPave2 surface treatment in lieu of aggregate base for the access road behind Corona Circle. Authorized August 6th by Resolution 20-23.  Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.  Change Order #9 – includes addition of 53 calendar days to	Item	Cost
Change Order #2 – includes reconnection of unknown existing laterals at the apartment complex (time and materials).  Change Order #3 – includes additional costs due to a large concrete mass at Junction Structure 1, resulting in additional removal around the 24-inch pipe and off-haul of concrete.  Change Order #4 – includes additional tree removal to facilitate construction.  Change Order #5 – includes GrassPave2 surface treatment in lieu of aggregate base for the access road behind Corona Circle. Authorized August 6th by Resolution 20-23.  Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.		\$17,584.31
existing laterals at the apartment complex (time and materials).  Change Order #3 – includes additional costs due to a large concrete mass at Junction Structure 1, resulting in additional removal around the 24-inch pipe and off-haul of concrete.  Change Order #4 – includes additional tree removal to facilitate construction.  Change Order #5 – includes GrassPave2 surface treatment in lieu of aggregate base for the access road behind Corona Circle. Authorized August 6th by Resolution 20-23.  Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.		Ф20,000,00
Change Order #3 – includes additional costs due to a large concrete mass at Junction Structure 1, resulting in additional removal around the 24-inch pipe and off-haul of concrete.  Change Order #4 – includes additional tree removal to facilitate construction.  Change Order #5 – includes GrassPave2 surface treatment in lieu of aggregate base for the access road behind Corona Circle. Authorized August 6th by Resolution 20-23.  Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.		\$20,000.00
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additional removal around the 24-inch pipe and off-haul of concrete.  Change Order #4 – includes additional tree removal to facilitate construction.  Change Order #5 – includes GrassPave2 surface treatment in lieu of aggregate base for the access road behind Corona Circle. Authorized August 6th by Resolution 20-23.  Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.		\$3,000.19
Change Order #4 – includes additional tree removal to facilitate construction.  Change Order #5 – includes GrassPave2 surface treatment in lieu of aggregate base for the access road behind Corona Circle. Authorized August 6th by Resolution 20-23.  Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.		
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Change Order #5 – includes GrassPave2 surface treatment in lieu of aggregate base for the access road behind Corona Circle. Authorized August 6th by Resolution 20-23.  Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.	Change Order #4 – includes additional tree removal to	\$5,227.50
in lieu of aggregate base for the access road behind Corona Circle. Authorized August 6 <sup>th</sup> by Resolution 20-23.  Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.	facilitate construction.	
Circle. Authorized August 6 <sup>th</sup> by Resolution 20-23.  Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.	Change Order #5 – includes GrassPave2 surface treatment	\$68,300.00
Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.	in lieu of aggregate base for the access road behind Corona	
Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.	Circle. Authorized August 6 <sup>th</sup> by Resolution 20-23.	
considered a hazardous material and requires special treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.  \$6,185.00		\$15,200.00
treatment for disposal.  Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.  \$4,833.00 \$\$\$4,833.00 \$	(AC) pipe removal and trencher standby time. AC pipe is	
Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.	considered a hazardous material and requires special	
Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.	treatment for disposal.	
the invert at the fiber reinforced plastic (FRP) structure.  Change Order #8 – includes additional work for shifting manholes 13 and 14 and associated lateral relocation.  \$6,185.00	Change Order #7 – includes additional costs for lowering	\$4,833.00
Change Order #8 – includes additional work for shifting \$6,185.00 manholes 13 and 14 and associated lateral relocation.		•
manholes 13 and 14 and associated lateral relocation.		\$6,185.00
Change Order #9 – includes addition of 53 calendar days to N/A		
	Change Order #9 – includes addition of 53 calendar days to	N/A
the contract based on production time due to rock	•	
excavation.	•	
Change Order #10 – additional rock excavation. Update \$177,000.00		\$177,000.00
bid quantity from 500 cubic yards to 2,000 cubic yards for		,,
an increase of 1,500 cubic yards. The unit cost remains		
\$118 per cubic yards.	· ·	

Total Not to Exceed	\$432,314.00
planted along the alignment at the unit cost of \$850/tree.	φ4 <b>22</b> 24 4 22
Change Order #23 – includes six additional trees to be	\$5,100.00
installation of manhole 19).	Φ π 100 00
(63 hours of delay due to archaeologist not needed and	
Change Order #22 – includes credit for unused bid items	(\$80,331.00)
buried.	
at station 32&43 as the concrete slab was previously	
an unknown concrete drainage swale behind Corona Circle	
Change Order #21 – includes additional costs to reconstruct	\$2,671.00
Aguilar Road.	
City of Rocklin requirements within El Don Drive and	~ · · · · · · · · · · · · · · · · · · ·
Change Order #20 – includes additional paving costs due to	\$67,221.00
Reduced from \$9,551.	
Apartments that were in direct conflict with the sewer line.	
repair/replace three unknown, private utilities (water, irrigation and electrical) at the Creekside Village	
Change Order #19 – includes additional costs to	\$8,941.00
facilitate retaining wall replacement.	¢0 0/1 00
behind 4700 Corona Circle (the Carrico property) to	
Change Order #18 – includes additional costs for grading	\$2,428.00
facilitate roadside drainage.	¢2.420.00
Arrowhead Drive to the new pavement section and	
five driveway approaches along Aguilar Road and	
Change Order #17 – includes the additional costs to pave	\$16,768.00
access road.	¢1.6.7.60.00
barrel section to manhole 14 to match finish grade of the	
Change Order #16 – includes additional costs to add a	\$3,615.00
and east.	¢2.617.00
manhole base and make connections to the north, south,	
plans resulting in additional work to modify the precast	
different horizontal and vertical location than shown on the	
manhole within El Don Drive. The existing sewer was in a	
Change Order #15 – includes additional costs to modify the	\$31,000.00
Reduced from \$2,100.	\$21,000,00
in direct conflict with the alignment of the sewer line.	
private waterline at the Pace property. The waterline was	
Change Order #14 – includes additional costs to replace the	\$1,845.00
Road).	¢1 045 00
cable and electrical) at the Gleffe property (5555 Aguilar	
Change Order #13 – includes additional costs to repair/replace four unknown utilities (water, telephone,	\$6,762.00
Change Directive No. 4.	\$6.762.00
the drive aisle at the Creekside Village Apartments per	
with the contractor) for a 2-inch grind and overlay within	
Change Order #12 – includes additional costs (split 50-50	\$16,484.00
discrepancy in the improvement plans.	Φ1.C. 40.4.00
the existing 6-inch pipe in Aguilar Road due to a	
Change Order #11 – includes additional costs to connect	\$32,480.00
	*

Change Order #24 is the final change order and includes half of the costs associated with the extended overhead claim (reference Exhibit A).

Item	Cost
Change Order #24 – includes half of the extended overhead	\$59,188.50
cost claim and the items remaining on the Substantial	
Completion Requirements.	

Construction of the Foothill Trunk Sewer Replacement Project is substantially complete, and the District is working with Garney to finish the remaining items included in the Substantial Completion Requirements. The Bill of Sale and the Notice of Completion is expected at the May board meeting.

### Recommendation

Staff recommends that the Board of Directors:

• Adopt Resolution 21-12 to authorize the General Manager to execute Change Order #24 to the Foothill Sewer Replacement Project construction contract.

### **Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.
- Goal 3.2: Provide construction management to ensure the best possible facilities for the District.

### **Related District Ordinances, Policies, or Resolutions**

- Resolution 20-02: Authorization to Award the Foothill Trunk Sewer Replacement Project to Garney Pacific, Inc.
- Resolution 20-23: Authorization to Award Change Order #5 for the Foothill Trunk Sewer Replacement Project
- Resolution 20-24: Authorization to Award Change Orders #6, #7, #8, #9 and #10 for the Foothill Trunk Sewer Replacement Project
- Resolution 20-30: Authorization to Award Change Orders #11 and #12 for the Foothill Trunk Sewer Replacement Project
- Resolution 20-32: Authorization to Award Change Orders #13 through #22 for the Foothill Trunk Sewer Replacement Project
- Resolution 20-35: Authorization to Award Change Order #23 the Foothill Trunk Sewer Replacement Project
- Policy 3150: Purchasing Policy

### **Fiscal Impact**

All costs associated with the Foothill Trunk Sewer Replacement Project will be paid for out of Fund 300 and Fund 400 in accordance with the District's System Evaluation and Capacity Assurance Plan. The current breakdown is 39% from Fund 300 and 61% from Fund 400.

The table below shows the amounts of the original contract, change orders to date, and the total project cost.

Item	Amount
Original contact amount	\$2,869,677.00
Total Change Orders to Date (#1 - #24)	\$491,502.50
Not to Exceed	
Total Project Cost	\$3,361,179.50

### Attachments:

- 1. Resolution 21-12 Authorization to Sign Change Order #24 for the Foothill Sewer Trunk Replacement Project Construction Contract
- 2. Change Order #24

### SOUTH PLACER MUNICIPAL UTILITY DISTRICT

### **RESOLUTION NO. 21-12**

# FOOTHILL TRUNK SEWER REPLACEMENT PROJECT – CHANGE ORDER #24 TO THE FOOTHILL SEWER REPLACEMENT PROJECT CONTRACT

WHEREAS, South Placer Municipal Utility District (SPMUD) owns and operates the sewer facilities within the City of Rocklin; and

WHEREAS, SPMUD awarded the contract for the construction of the Foothill Trunk Sewer Replacement Project to Garney Pacific, Inc. with Resolution 20-02; and

WHEREAS, SPMUD Purchasing Policy (Policy 3150) dictates that a single contract or commitment shall not exceed \$50,000 without approval by the Board of Directors; and

WHEREAS, Garney Pacific, Inc. has been previously authorized to proceed with Change Orders #1 through #23; and

WHEREAS, SPMUD and the contractor agree to split the costs submitted by Garney for extended overhead costs in an amount not to exceed \$59,188.50 to complete the work outlined in the Substantial Completion Requirements as Change Order #24, summarized in Attachment "A" to this Resolution.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the South Placer Municipal Utility District that the General Manager is authorized to execute Change Order #24, to complete the work.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1<sup>st</sup> day of April 2021.

	Signed:
	William Dickinson, President of the Board of Directors
Attest:	
100000	Emilie Costan, Board Secretary

### Attachment "A"

# Resolution #21-12 Foothill Trunk Sewer Replacement Project

### Summary Change Order #24

Item	Cost
Change Order #24 – includes half of the extended overhead	\$59,188.50
cost claim and the items remaining on the Substantial	
Completion Requirements.	



# SOUTH PLACER MUNICIPAL UTILITY DISTRICT

### **CHANGE ORDER FORM**

Change Order Number 2

**Contract Name**: Foothill Trunk Sewer Replacement Project

**Executed:** 4/1/2021

Owner: South Placer Municipal Utility District (District)

**Contractor**: Garney Pacific, Inc. (Garney)

The Contract is changed as follows:

In accordance with Article 10 of the Bidding Requirements and Contract Documents (page 40), the District and Garney agree to the following changes to the Contract:

The District agrees to pay Garney the original contract amount remaining of \$60,200.00, for a total disbursement of \$2,869,677.00 under the original Contract.

Garney and the District have agreed to split the costs submitted by Garney in the amount of \$118,377.00 for Garney's Extended Job overhead claim, a copy of which is attached hereto as Exhibit A. Garney will submit a final change order in the amount of \$59,188.50 to be paid by the District in full and final satisfaction of this claim.

The District and Garney agree that the total approved Contract change orders will be \$491,502.50, bringing the Final Contract value to \$3,361,179.50.

As additional consideration for the above payments by the District, Garney agrees that it is entitled to no further compensation under this Contract except for the final retention noted below, and expressly waives, and releases the District from, any further claims, change orders and compensation of any kind arising out of this Contract.

Garney agrees to finish the remaining Substantial Completion Requirements provided to the District on February 22, 2021 in a timely fashion and to the District's satisfaction to achieve final completion of the project. A copy of the Substantial Completion Requirements is attached hereto as Exhibit B and incorporated by reference herein. Garney will keep the District informed of the dates for work on District property or work within private property adjacent to the District's easements or right of way.

Upon the District's determination that the Substantial Completion Requirements has been completed to its satisfaction, the District shall record a Final Completion certificate and release the final retention to Garney for the Project in the amount of \$168,058.98.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effective and the contract referenced above remain unchanged and in full force and effective accounts to the contract referenced above remain unchanged and in full force and effective accounts to the contract referenced above remain unchanged and in full force and effective accounts to the contract referenced above remain unchanged and in full force and effective accounts to the contract referenced above remain unchanged and in full force and effective accounts to the contract referenced above remain unchanged and in full force and effective accounts to the contract referenced above remain unchanged and in full force and effective accounts to the contract referenced above remain unchanged and in full force and effective accounts to the contract referenced above remains the contract referenced accounts to the contract referenced accounts to the contract reference accounts to the contract referen						
Signature of person authorized to execute this	Signature of person authorized to execute this					
change order on behalf of District.	change order on behalf of Contractor.					
By:(authorized Signature)	By:(authorized Signature)					
(printed name of person signing above)	(printed name of person signing above)					
Title:	Title:					
Date:	Date:					



324 E 11h St. Suite E2 Tracy, CA 95376 Phone 925-800-1846 Fax, 925-292-7216 www.garney.com

Date: 9/9/2020 SL1183-005

South Placer Municipal Utility District 5807 Spring View Drive Rocklin, CA 95677

Subject:

Foothill Trunk Sewer Replacement Project

Article 12, Change of Contract Price; Change of Contract Times

Extended Overhead

Attn: Carrie Huff

In accordance with Article 12, "Change of Contract Price; Change of Contract Times," of the Contract documents, Garney Construction is notifying the District that we have incurred extended overhead costs due to the delays caused by the excessive undiggable rock that was encountered throughout the project, as documented in Change Order's 9 and 10, respectively. The time frame for these costs we are pursuing is from 8/20/2020 to 10/15/2020, 39 workdays. These costs include time for direct project management, office rental and applicable equipment, toilets, fencing, trash dumpster and bypass pumping. These additional costs are based on the bid instruction that "the Contractor shall assume the rock excavation volume stated in Bid Item 13 is the total volume that will be encountered over the course of the excavation for the entirety of the project." The amount of costs we request to recover in this Change Order is \$118,377.00. Please see attached spread sheet for details.

If you have any questions, please contact me at (530) 537-7416

Sincerely,

Johnny Thieman Project Manager

Muy Munn



### South Placaer Municipal District - Foothill Trunk Sewer Replacement

CO#

Project #: 1183

**Description:** Date: 4/30/2020 TAG # 0326

Additional time to excavate JS-1 due to concrete encasement of existing pipe.

Resource: Labor	Regular Time Wage Plus Fringe)	Over T	ime	Regular Time	Over Time	Vage Plus Ige Subtotal		Totals
	Costs	Cos	ts	Hours	Hours			
Superintendent	\$ 119.16	\$	119.16	156.0	0.0	\$ 18,588.96	\$	18,588.96
Project Manager	\$ 107.58	\$	107.58	312.0	0.0	\$ 33,563.40	\$	33,563.40
Project Engineer	\$ 60.41	\$	60.41	312.0	0.0	\$ 18,847.14	\$	18,847.14
Operator Foreman	\$ 80.15	\$	126.63	0.0	0.0	\$ -	\$	-
Operator Excavator	\$ 77.80	\$	124.57	0.0	0.0	\$ -	\$	-
Operator Loader	\$ 76.10	\$	115.79	0.0	0.0	\$ -	\$	-
Operator Dozer	\$ 76.10	\$	115.79	0.0	0.0	\$ -	\$	-
Laborer General (Group 3)	\$ 56.49	\$	85.28	0.0	0.0	\$ -	\$	-
Laborer Pipelayer	\$ 57.34	\$	85.78	0.0	0.0	\$ -	\$	-
Labor Foreman	\$ 59.84	\$	89.55	0.0	0.0	\$ -	\$	-
				•			Ċ	70.999.50

Resource: Equipment	Hourly Rate (Caltrans)	Hours This Analysis	Total Equipmer Cost Non-Opera
Small Compressor	\$ 20.82	0.0	\$
Jumping Jack	\$ 9.82	0.0	\$
CAT CB54 Compactor	\$ 98.25	0.0	\$
CAT 815B Compactor or equal	\$ 140.30	0.0	<u>\$</u> -
Vibraplate Compactor	\$ 9.82	0.0	<u> </u>
JD 700K Dozer	\$ 60.63	0.0	<u>\$</u> -
CAT D8T Dozer	\$ 236.74	0.0	<mark>\$ -</mark>
CAT D6H LPG Dozer	\$ 95.97	0.0	<u>\$</u> -
Cat 325F Excavator or Equal	\$ 125.60	0.0	<b>\$</b> -
Cat 335F Excavator or Equal	\$ 154.07	0.0	<u>\$</u> -
Cat 390F Excavator or Equal	\$ 332.19	0.0	<u>\$</u> -
Cat 349F Excavator or Equal	\$ 210.12	0.0	<u>\$</u> -
Cat 345 Excavator or Equal	\$ 198.24	0.0	<u>\$</u> -
JD 310SL Backhoe or Equal	\$ 48.45	0.0	\$ -
JD 410K Backhoe or Equal	\$ 68.49	0.0	<u>\$</u> -
JD 624K Loader or equal	\$ 99.58	0.0	\$ -
JD 644K Loader or equal	\$ 129.81	0.0	\$ -
Water Truck	\$ 64.07	0.0	<u>\$</u> -
Bobtail Truck	\$ 54.69	0.0	\$
Job Truck	\$ 27.42	0.0	\$

Materials/Services	Description	Quantity	Unit	Unit Cost	Sı	ub Total
Office	Temporary Office	2.00	MO	\$ 1,152.00	\$	2,304.00
Toilets	Onsite Temporary Restrooms	2.00	MO	\$ 331.00	\$	662.00
Fencing	Temporary Fencing	1.00	MO	\$ 1,118.00	\$	1,118.00
Site Dumpster	Recology - 7 yd Dumpster	2.00	MO	\$ 169.00	\$	338.00
Office Equipment	Copier/Printer Service	2.00	МО	\$ 193.00	\$	386.00
					\$	-
					Ċ	4 808 00

Subcontracts	Description	Quantity	Unit	Unit Cost	Sub Total
Herc Rentals	Bypass Pumping	1.00	МО	\$ 28,311.15	\$ 28,311.15
					\$ -
					\$ 28,311,15

ITEMIZATION	TOTALS
Cost of Labor:	\$ 70,999.50
Cost of Subsistence:	\$ -
Cost of Equipment:	\$ -
Cost of Materials:	\$ 4,808.00
Cost of Subcontractor:	\$ 28,311.15
15% Markup On Labor:	\$ 10,649.93
15% Markup On Equipment:	\$ -
15% Markup On Materials:	\$ 721.20
% Markup On Subcontractors:	\$ 1,415.56
Subtotal:	\$ 115,489.78
Bonds & Insurance 2.5%	\$ 2,887.24
GRAND TOTAL:	\$ 118,377.02

### SUBSTANTIAL COMPLETION REQUIREMENTS



### SPMUD (OWNER) - Foothill Trunk Sewer Replacement Project

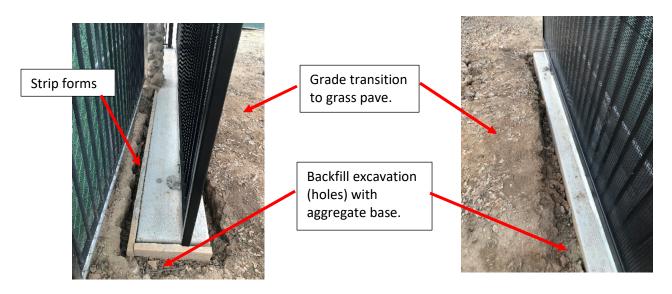
Project Name	ne Foothill Trunk Sewer Replacement Project	
Contractor	Garney Construction (CONTRACTOR)	
<b>Description</b> CONTRACTOR Request for Certificate of Substantial Completion		
	Water Works Engineers (ENGINEER) Response	

On December 15<sup>th</sup>, 2021, Water Works Engineers, LLC (ENGINEER) denied Garney Construction (CONTRACTOR) request to certify the work on the Foothill Trunk Sewer Replacement Project (Project) for South Placer Municipal Utility District (OWNER, SPMUD) as substantially complete due to CONTRACTOR non-compliance with the requirements stated therein. Since that time, the CONTRACTOR completed contractually required work items to remedy many of the non-compliance items. ENGINEER is now prepared to certify the "entire Work is substantially complete", in accordance with the requirements for certification of Substantial Completion within the General Conditions paragraph 14.05, upon CONTRACTOR completion of the following final items.

 Complete remaining new driveway concrete work up to El Don gate (see picture below). Minimum concrete depth 6-inches, with qty. two (2) No. 4 rebar equally spaced mid depth of concrete along entire length of pour.



Complete remaining new gate finish work (strip forms, backfill, grade transition to grass pave)



### SUBSTANTIAL COMPLETION REQUIREMENTS

### SPMUD (OWNER) - Foothill Trunk Sewer Replacement Project

Repair wall damage (see attached picture) to match existing per Note 3, DWG C10.



Rock and mortar to match existing.



Replace missing brick and mortar.



Rock and mortar to match existing.

Complete gate to match submittal (panel height to match gate and add screening to panel)



Add screening to panel that matches gate.

### SUBSTANTIAL COMPLETION REQUIREMENTS



### SPMUD (OWNER) - Foothill Trunk Sewer Replacement Project

- o Complete Berke Property (APN 045-430-005) fence repair and retaining wall replacement.
- Complete Phillips Property (now Dream Home Builders/APN 045-430-004) fence / retaining wall repair and stair replacement.
- o Complete Bradle Property (APN 045-430-002) replacement of stairs.
- $\circ$  Execute deductive change order for O'Malley Property (APN 045-430-003) fence / retaining wall repair in the amount of half the cost of work (1/2 x \$6,100 = \$3,050). OWNER shall be responsible for the other half of cost and will execute that directly with property owner.

Upon completion of these final items, CONTRACTOR shall request Final Inspection with OWNER. Upon satisfactory completion of all remedies and corrections, ENGINEER will issue a Substantial Completion Certificate at which time CONTRACTOR may submit for Final Payment. All other contractual requirements not specifically stated herein remain in force.

Only after all items described above are satisfactorily completed, OWNER will accept work by execution and approval (by SPMUD Board) of a Bill of Sale in accordance with the Temporary Sewer Connection and Use Agreement executed between CONTRACTOR and OWNER dated June 9<sup>th</sup>, 2020.

OWNER continues to suffer financial loss due to the CONTRACTOR extension of project work beyond the Contract Approved Time of Performance. ENGINEER understands status of the Contract Time of Performance as follows:

•	NTP:	2/25/2020
•	Original Contract Days (180):	8/23/2020
•	PCO 9 Extension Days (53):	10/15/2020
•	Partial Utilization of Foothills Tunk Line by SPMUD:	11/12/2020
•	Current days more than Time of Performance 130 days (as o	f 2/22/2021)

### **GENERAL MANAGER REPORT**

To: Board of Directors

From: Herb Niederberger, GM

Date: April 1, 2021

Subject: General Manager Monthly Staff Report – March 2021

### 1) **DEPARTMENT REPORTS**

Attached are the monthly status reports for the Board's information:

A. Administrative Services Department,

- B. Field Services Department, and
- C. Technical Services Department.

The Department Managers are prepared to answer any questions from the Board.

### 2) INFORMATION ITEMS

- A. On March 2, 2021, the General Manager and the District Engineer, Carie Huff, met with representatives of Garney Construction to negotiate a final change order for the installation of the Foothill Trunk Sewer. At the March 4, 2021 Board meeting, staff and General Counsel were directed to prepare a settlement with the affected party which will be brought back to the Board for consideration in Open Session of April 1, 2021.
- B. On March 16 and 17, 2021, the General Manager participated in a 2-part webinar titled, "Redistricting and the California Voters Rights Act." The General Manager is preparing an agenda and materials in anticipation of the first meeting of the District's Redistricting Advisory Committee.
- C. On March 18, 2021, the General Manager, along with Director Jerry Mitchell, participated in a Zoom meeting of the Joint Government Relations Committees of the Placer County Chambers of Commerce to hear presentations from: 1) Cheryl Keller of the Placer County Board of Realtors, regarding the status of home sales in the region; 2) Placer County Chief Executive Officer, Todd Leonard on the State of the County; and 3) Kirk Uhler regarding the Placer Business Alliance. It should be noted that Director Mitchell won the raffle of the \$25 gift card from the Pottery World of Rocklin.
- D. Also, on March 18, 2021, the General Manager and District Engineer, Carie Huff, met with representatives from JMC homes to discuss development potential and possible annexation of a parcel east of Penryn Road.
- E. In addition, on March 18, the General Manager participated in District-wide training of the District's Emergency Action Plan.

### F. Advisory Committee Meetings:

There were no advisory committee meetings in March.

# 3) PURCHASE ORDERS/CONTRACTS INITIATED UNDER GENERAL MANAGER AUTHORITY

PO Req#	Date	Vendor	Description	Amount
193	3/23/21	Inovyze	License Renewal	\$8,134.59
194	3/23/21	Tyler Technology	Annual Fees	\$40,541.46

### 4) LONG RANGE AGENDA

### **May 2021**

- Quarterly Investment Report
- Resolution Award Building Construction Contract
- Resolution Accept Revised Plans and Specification
- Resolution Refund and Domestic Sewer Overflow Policies
- Presentation SCADA Master Plan

### **June 2021**

- FY 2021-22 Budget Workshop
- Resolution Adopt FY21/22 Fee Schedule
- Resolution Delinquent Account Assignment

### **July 2021**

- Resolution Adopt FY 2021-22 Budget
- Report on SPWA Meeting

### **August 2021**

Quarterly Investment Report

### September 2021

- Strategic Plan Annual Report
- Public Hearing #1 Redistricting

### October 2021

• Public Hearing #2 – Redistricting

### November 2021

- Quarterly Investment Report
- PMP Annual Report
- Public Hearing #3 Redistricting

### Item 7.2.1

ITEM VII. ASD REPORT

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

cc: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Board Date: April 1, 2021

### **SPWA True Ups**

The Administrative Services Manager is working with the City of Roseville to reconcile the actual costs with the estimated payments made to the City of Roseville for wastewater treatment expenses through Fiscal Year 2018-19.

### **COVID-19 Impacts Call with Dale Carnegie**

The Administrative Services Manager participated in a call on March 11<sup>th</sup> with Dale Carnegie to assist with their research on how COVID-19 has impacted employees.

### **RFP for IT Support Services**

The Administrative Services Manager assisted with a Request for Proposals (RFP) for IT Support Services that will be posted to Public Purchase on April 5, 2021. The District will be accepting proposals from vendors that can provide on-call desktop support, routine maintenance, as well as support the District's technology projects and initiatives.

### Laserfiche

Staff is continuing to work on adding new records and improving the Laserfiche repository. Staff has begun the process of performing quality control on the digital version of the District's permanent records and destroying paper copies from the records room.

### **Commercial & Residential Account Review**

Administrative Services staff continues to audit both Residential and Commercial Accounts within the District with the assistance of Inspection services in TSD. Notifications and updated bills continue to be sent upon review with any necessary adjustments per Policy 3160 – Utility Billing Reconciliation & Payment Policy.

### February Monthly Investment Transactions per GC §53607

DEPOSITS, TRANSFERS, OR WITHDRAWALS

CalTRUST: None
LAIF: None
Placer County: None
Wells Fargo: None

### Item 7.2.2

ITEM VII. FSD REPORT

**To:** Board of Directors

From: Eric Nielsen, Superintendent

Cc: Herb Niederberger, General Manager

**Subject:** Field Services Department Monthly Report

Meeting Date: April 1, 2021

### Overview

This report provides the Board with an overview of the Field Services Department operations and maintenance activities through 2/28/2021. The work listed is not all inclusive.

### 1. Lost Time Accidents/Injuries (OSHA 300)

- a. Zero (0)
  - i. 1643 days without a Lost Time Accident/Injury

### 2. Safety/Training/Professional Development

- a. Field Services employees participated in:
  - i. Bypass Pumping and Emergency Generator Training
  - ii. Two (2) "Tailgate" safety sessions (Back Injury Prevention, Metalworking Fluids)

### 3. Customer Service Calls

a. Response Time Goals over the Last 12 Months

	Goal	Average	Success Rate	
During Business Hours	< 30 minutes	17 min	96%	
During Non-Business Hours	< 60 minutes	78 min		

### 4. Break Room Addition, Locker Room and Lobby Improvements

a. Staff is working with our consultant (Williams + Paddon) to prepare and release bid documents. The plans are with the City of Rocklin for review.

### 5. SCADA Master Plan

Staff continues to work with our consultant (TESCO) to prepare the final SCADA
 Master Plan document and plans to present the document during the May board
 meeting.

### 6. Newcastle Sewer Improvements

a. The contractor is in the process of submitting bonds and insurance documents and executing the contract. Staff if conducting public outreach in advance of work.

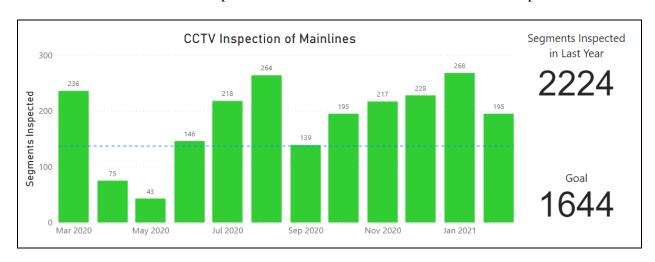
				Service Calls -			February 2021		
Responsibility	SSO	Stoppage	Odor	Alarm	PLSD	Vermin	Misc		

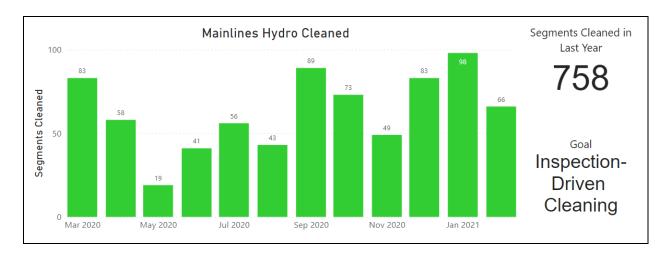
Responsibility	SSO	Stoppage	Odor	Alarm	PLSD	Vermin	Misc
Owner Responsibility		9	2	1	6		1
SPMUD Responsibility	1	2		3			1
Total	1	11	2	4	6		2

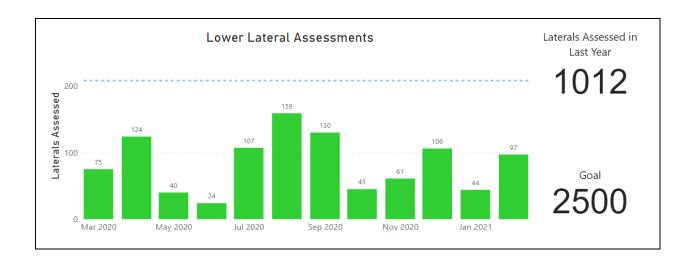
Total Service Calls

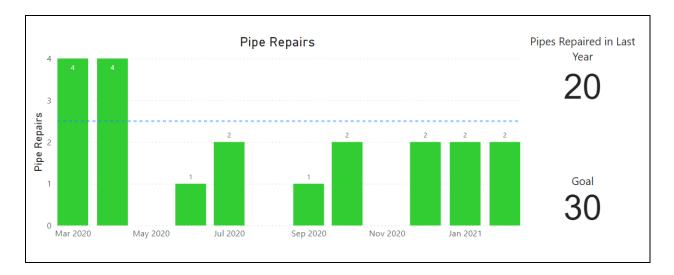
### 7. Production

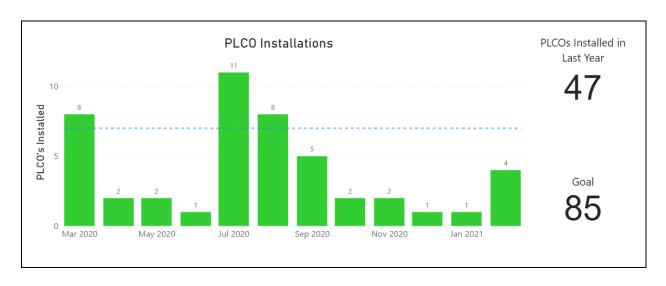
a. The information provided below is not inclusive of all work completed.

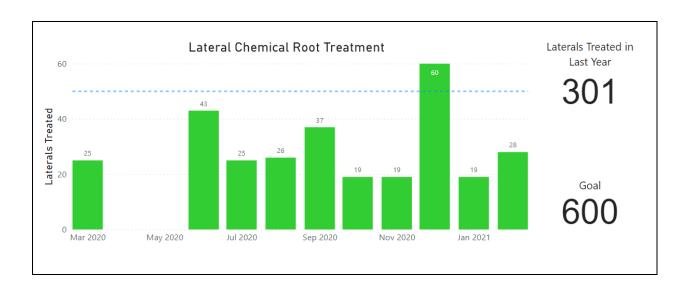


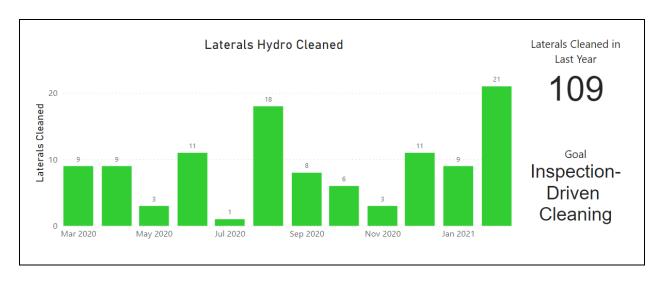












### Item 7.2.3

ITEM VII. TSD REPORT

To: Board of Directors

From: Carie Huff, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Technical Services Department Monthly Report

Board Date: April 1, 2021

### **Department Updates**

The Technical Services Department implemented a new process for sewer permits to align with the District's Sewer Code. Sewer permits will be required for construction or repair of an upper lateral. The intent is to create a more streamlined process for the District's customers and stakeholders.

### Foothill Trunk Sewer Replacement Project

The Foothill Trunk Sewer Replacement Project is substantially complete and Garney is working on punch list items pertaining to installation of the El Don sliding gate and repair/replacement of the retaining walls behind Corona Circle. Approval of the final change order to Garney is being presented at the April 1<sup>st</sup> board meeting. The Bill of Sale and the Notice of Completion is expected at the May board meeting.

### **FOG Program**

District staff continues to implement the requirements of the District's FOG program. Staff turnover at food service establishments (FSE) means that permitting and compliance is an ongoing effort.

There are multiple ongoing FSE tenant improvements within the District, including Taco Express, Melting Grill, and Marco's Pizza. All these tenant improvements required the installation of a grease control device (GCD).

Skipolini's (Rocklin) was issued a Warning of Non-Compliance with Opportunity to Correct due to several violations of the District's Sewer Code. Violations include delinquent pumping of the grease control device (exceedance of the 25% rule) and evidence of FOG and debris in the lower lateral and in the public sewer line. Staff is working with Skipolini's to achieve compliance with the District's Sewer Code.

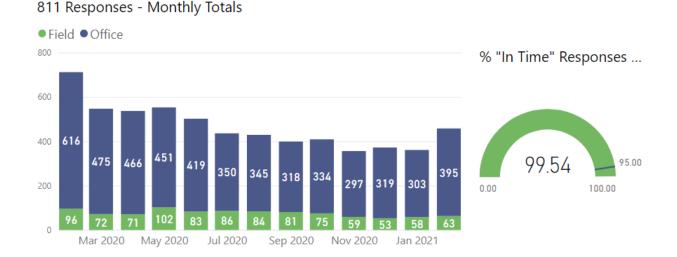
La Fornaretta (Newcastle) was issued a Notice of Violation (NOV) due to multiple violations of the Sewer Code. Violations include ongoing illicit discharge of FOG into the public sewer system, failure to implement best management practices (BMPs), and no grease control device. The District previously issued a Warning of Non-Compliance with Opportunity to Correct in July of 2020 for the same issues. Since that time, La Fornaretta has not made changes to their operational procedures or attempted to mitigate the grease in any way. Staff completed a subsequent CCTV inspection of the public sewer main to assess the current condition of the pipe and excessive amounts of grease were found, requiring additional cleaning to complete the CCTV and to prevent an SSO. Staff will work with the property owner and tenant to install a grease control device and implement other BMPs. Should the property owner not respond to the NOV with acceptable mitigation measures, fines will be assessed.

In February, eleven core samples were taken throughout the District. During the core sample process, the FOG Inspector will inspect the GCD to ensure that the GCD is in good condition and functioning properly.

### **Department Performance Indicators**

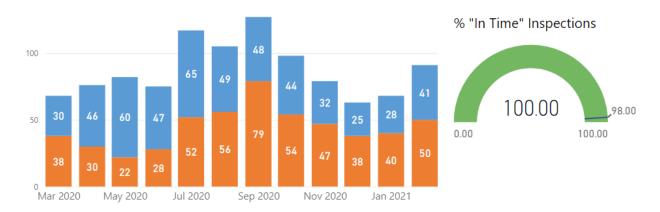
The following charts depict the efforts and performance of the department in the following areas of work as of February 28<sup>th</sup>, 2021. The charts are being created in a new reporting tool that directly connects to the District's data, improving the timeliness of reporting efforts and leveraging the District's investment in technology. Additional charts may be added in the future for other areas of work in the department.

# Plan Checks Sign Plans Plan Checks Sign Plans % "In Time" Plan Checks 96.52 10 Apr 2020 Jul 2020 Oct 2020 Jan 2021

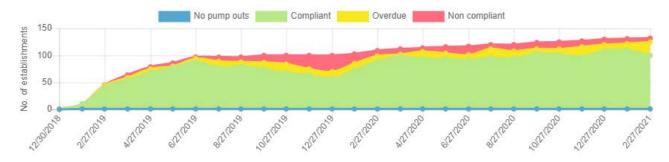


### **Building Sewer Inspections - Monthly Totals**

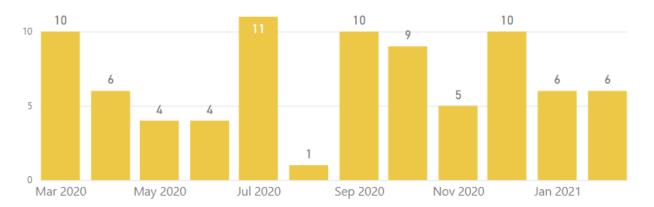
Rough InspectionsFinal Inspections



### **FOG Compliance History**



### FOG Pickups - Monthly Totals



### Grease Interceptor Inspections

